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Pandick Press



23 THAMES STREET
NEW YORK



Deed No. 4497-E

WARRANTY DEED
dated August 8, 1923

FROM:

ELLIS MILLS & JULIA MILLS

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 8th. day of August, 1923.
by and between Ellis Mills & Julia Mills, his wife

of Cherokee County, Kansas,
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of Three Hundred Dollars,
(\$ 300.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~for right-of-way~~ all the following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land 100 feet in width extending over, through and across the E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$, of section 7, T. 34 S., R. 25 E. and being more particularly described as follows, to-wit:

Beginning at a point in the east line of the E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$, of the N. W. $\frac{1}{4}$, of Section 7, T. 34 S., R. 25 E. at a distance of 361.0 ft. north from the S. E. corner thereof, said beginning point being in center of said right-of-way 100 ft. wide, being 50 ft. on either side of the following described line.

Thence from said beginning point, curving southwestwardly to the right with a radius of 5729.65 ft., a distance of 381.3 ft. to a point in the south line of said E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of said Section 7, at a distance of 118.0 ft. west from the S. E. corner thereof, containing 875/1000 acres more or less.

Also all of that part of the E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of said Section 7, lying East of the above described right-of-way.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.



Ellis Mills
Julia Mills

State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 8th day of Aug. A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Ellis Mills and Julia Mills, his wife

who are personally known to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year last above written.

[Signature]
Notary Public.

My commission expires Feb. 15 - 1926

Original compared with record

COPIED

DIRECT

INDIRECT
Warranty Deed

NUMERICAL

From

Ellis Mills &
Julia Mills

To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 24 day
of Sept A. D., 1923

[Signature]
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 24 day of
Sept A. D., 1923
at 4 o'clock M., and duly
recorded in Book 101, on page
549

Fee, \$

[Signature]

Register of Deeds.

#8

E.D. & G. Deed No. 2056

Deed No. 4497-DD

:

WARRANTY DEED FOR RIGHT OF WAY
dated September 21, 1912

FROM:

GEORGE D. & HENRIETTA KELSEY

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

7497-00

10K 8000

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 21st day of September A. D. 1912
by and between George D Kelsey & Henrietta Kelsey his wife
of Cherokee County, State of Oklahoma, parties of the
first part, and The Missouri, Oklahoma & Gulf Railroad Company,
Kansas a corporation organized under the laws
of the State of Kansas party of the second part.

WITNESSETH: That the said party et of the first part, for and in consideration of the sum of Twenty two and 00/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land and 9 feet in width, extending over and across Lots 8, Block 4 of
the City of Baxter Springs
Section Kansas Township Cherokee Range East, situate in Cherokee
County, State of Kansas particularly described as follows, to-wit:

All that portion of Lot 8, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about
67 feet to a point, said point lying on the westerly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 43 feet to the intersection
of said line with the south line of said lot; thence east along said
south line a distance of about 70 feet to the southeast corner of said
lot; thence north along the east line of said lot a distance of about
45 feet to place of beginning.

also All that portion of Lot 9, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about
64 feet to a point, said point lying on the westerly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 41 feet to the intersection
of said line with the south line of said lot; thence east along said
south line a distance of about 67 feet to the southeast corner of said
lot; thence north along the east line of said lot a distance of 40 feet
to place of beginning.

The party et of the first part as a part of the consideration hereof does hereby waive chert all damages that may
result to abutting or adjoining property owned or controlled by chert
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party et of the first part have chert hereunto set chert hands and seal
the day and year first above written.

George D Kelsey (SEAL)
Henrietta Kelsey (SEAL)

ACKNOWLEDGMENT.

STATE OF Kansas
Cherokee County } ss.
Before me H E Rucker a Notary Public in and for said County
and State, on this 21st day of September 1912, personally appeared
George D Kelsey and Henrietta Kelsey his wife
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 21st day of September, 1912
H E Rucker
Notary Public.

My Commission Expires March 18-1916

77038

Valuation No 20

20 12

L. 849 By Brewsters

Blk-4-5

From Station

To Station

WARRANTY DEED FOR RIGHT OF WAY

FROM

Geo. D. Kelsey et ux

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

Entered in transfer record
in my office the 5th day of
1912. (W. F. Steffen & Co.)
by Emerson Thibault

STATE OF KANSAS, } ss:
Cherokee County,

This instrument was filed for record on
the 14 day of Oct
A. D. 1912 at 2 o'clock P. M.
and duly recorded in Book 78 Page 320
Fee \$1.10
James H. Jones Reg. of Deeds
By _____ Depy

Parcel #15

K. O. & G. Deed No.

1297

THE BOWMAN PRESS, MUSKOGEE

Return to E. R. Jones
with Bal 30 New Rogers
Oblu

K. C. Southern Ry. Co.

Deed No. 3231

K. C. Southern Ry. Co.

Deed No. 3231

Contract - 01/10
A 76 - 8/85

Deed No. 3231

Shown on map -

- BEFORE THE -
BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS.

In the matter of the application of
The Kansas City Southern Railway Company
for an order granting it the right and
privilege to construct, operate and
maintain a line of steam railway over and
across certain public roads, streets, alleys and
highways in Cherokee County, Kansas.

O R D E R .

WHEREAS, on the 21st day of April, A. D. 1919, The Kansas City Southern Railway Company applied for an order granting to it the right and privilege of constructing, operating and maintaining a line of steam railway over, on and across certain public roads and highways in Cherokee County, Kansas, set out and described in maps and blue prints on file in the office of the County Clerk of Cherokee County, and

WHEREAS, the court having granted said application and given leave and privilege to The Kansas City Southern Railway Company to construct, operate and maintain said line of steam railway as described and set out in the profiles and maps filed as aforesaid in the office of the County Clerk of Cherokee County, Kansas, and as more particularly set out in the order entered by this Board on the 21st day of April, 1919, and hereby expressly referred to and made a part hereof, and

WHEREAS, it appears that in the construction of the railway as shown on the said map and profile, it will also be necessary to cross certain platted streets, alleys, roads and highways in Mack's Addition to Lawton, Kansas, as hereinafter more particularly described, and

WHEREAS, it appears that it will be of general utility to the inhabitants and residents along the said proposed line, and that it is necessary to cross the public roads, streets, alleys and highways, as set out in said applications of The Kansas City Southern

Railway Company;--

NOW, THEREFORE, it is by the Board of County Commissioners of Cherokee County, Kansas, ORDERED that The Kansas City Southern Railway Company, a Missouri corporation, its successors and assigns, be and is hereby granted the right, privilege and authority, in addition to the authority granted in the said order of April 21st, to construct, operate and maintain a line of steam railway, and to construct grades, lay ties and rails, and erect poles and string wires thereon, and do all things necessary and convenient in and to the said construction, operation and maintenance of said line of steam railway, over, on and across the public roads, streets, alleys, avenues, ways and highways in Cherokee County, Kansas, and Mack's Addition to Lawton, Kansas, more particularly and definitely described as follows:

Beginning at a point approximately seven hundred forty-two (742) feet east and five hundred forty-eight (548) feet north of the southwest corner of the southeast quarter of the southeast quarter of Section twenty-six (26), Township thirty-two (32) north, Range twenty-five (25) east, of the Sixth principal meridian, in Cherokee County, Kansas, and running thence in a southwesterly direction on a straight line across McFerron Street, Gray Avenue, the east and west alley in Block four (4) of said Addition, Hedrick Street and Main Street, to a point on the south line of thirty-five (35) ft. Main Street as platted in said Addition, two hundred fifty-one (251) feet east of the southwest corner of the southeast quarter of the southeast quarter of said Section twenty-six (26); all of the aforesaid crossings of said roads, streets, alleys, avenues, ways and highways, being those described and set out in the maps and profiles duly filed in the office of the County Clerk of Cherokee County, Kansas, and set out in the map attached to the application of The Kansas City Southern Railway Company, which has been granted by this Order.

Attest:

County Clerk.

Joe C. Perkins
Lee M. Hey
W. L. Westervelt
Board of County Commissioners of
Cherokee County, Kansas.

In the Matter of the Application
of the Kansas City Southern
Railway Company for an
order Granting the Right and
Privilege to Construct
and Maintain a Line of Steam
Railway over, on, and across
certain Public Roads,
Highways, Streets and Alleys
in Mack's Addition to Lawton
Cherokee County Kansas in
Conformance with the plat
and profile now on file
in the office of the County
Clerk of Cherokee County
Kansas and the map on
file in the office of the County
Clerk setting out the
boundaries of Mack's
Addition to Lawton Kansas

In the Matter of the Application of
The Kansas City Southern Railway Company
for an Order Granting the Right and
Privilege to Construct and Maintain a
Line of Steam Railway over, on and across
certain Public Roads, Highways, Streets
and Alleys, in Mack's Addition to Lawton,
Cherokee County, Kansas, in conformance
with the plat and profile now on file in
the office of the County Clerk of Cherokee
County, Kansas, by The Kansas City Southern
Railway Company, and the map on file in
the office of the County Clerk setting out
the boundaries of Mack's Addition to Lawton,
Kansas.

COMES NOW The Kansas City Southern Railway Company, a Missouri railway corporation, and states to this Honorable Board that it is a railway company now operating a line of steam railway from the City of Kansas City, State of Missouri, through the states of Missouri, Kansas, Oklahoma, Arkansas and Louisiana; that said railway company desires to extend its line of railway into and through the County of Cherokee and State of Kansas, and has heretofore filed with the County Clerk of Cherokee County, Kansas, maps and profiles, as provided by law, showing the extension of said railroad as running southwest into the State of Kansas, and into Cherokee County, running from a point on the state line about 2626 feet north of the southeast corner of Section 24, Township 32 South, Range 25 East, in a generally southwestern direction, to the Town of Lawton, in Pleasant View Township, in said Cherokee County, Kansas, crossing certain public roads, highways, alleys and streets, as shown definitely by maps and profiles filed, as aforesaid.

Said company further represents that, in addition to the right to cross certain highways, granted to said company in the order entered by this Board on April 21st, 1919, upon the applica-

tion of The Kansas City Southern Railway Company, it is its desire to secure the right and authority to cross certain platted roads, highways, streets and alleys, shown on a map, plat or survey, purporting to be Mack's Addition to Lawton, Kansas, said map, plat or survey being filed in the office of the County Clerk of Cherokee County, Kansas.

Said company further represents that said line of railway will be one of general usefulness and utility to the inhabitants and residents along the proposed line through Cherokee County, Pleasant View Township, and the Town of Lawton, and it is necessary to cross the platted public roads, highways, streets and alleys, as set out in the attached blue print hereto.

WHEREFORE, The Kansas City Southern Railway Company respectfully asks this Honorable Board to grant it the right and privilege to construct its proposed line of railway, construct grades, lay ties and rails, and to erect poles and string wires thereon, and do all such things as shall be necessary and convenient in the construction, operation and maintenance of a steam railway over, on and across all of the public roads, highways, streets and alleys, as more specifically described in the blue print and map attached hereto, and those filed heretofore, and to enter upon the minutes of this Honorable Board a formal order conferring such right and privilege aforesaid.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY.

By

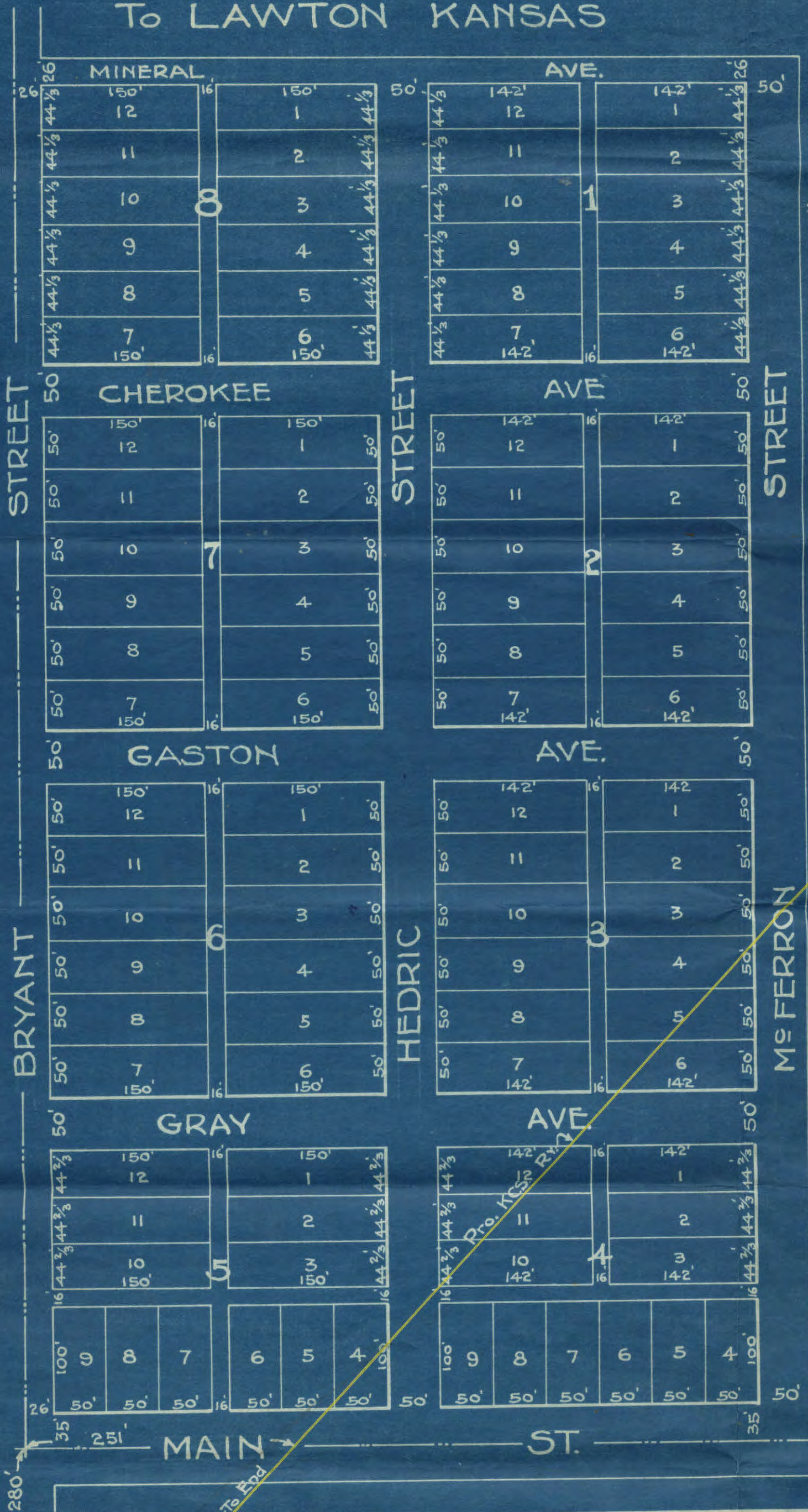
Cyrus Crane

Hugh E. Martin

Al. F. Williams

*Attorneys for The Kansas City Southern
Railway Company*

MACK'S ADDITION TO LAWTON KANSAS



Surveyors Certificate. This is to certify that I have surveyed and platted the following described tract of land: Beginning at the Southwest corner of the southeast quarter of the southeast quarter of Section 26, Township 32, Range 25 E. of 6th P.M., Cherokee County, Kansas. Thence north 1327 ft. Thence east 742 ft. Thence south 1327 ft. Thence west 742 ft. to point of beginning. And that this is a true and correct description of the same. Signed this 11th day of December, 1917.

C.M. Cooper. County Engineer.

(Copy made from blue print of plat 4-20-1919. H.B.S.)

And 1st 612 June 1943
Wm K101

Dead No 3492

110
Posted on 1069-3

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS
County of CHEROKEE } ss.

BE IT REMEMBERED, That on this 20th day of June A. D., 19 23
before me, the undersigned, a Notary Public in and for said County and State, came
James H. Elliott and Mabel Elliott his wife
who are personally known to me to be the same person 8 who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires March 26th 1925 Emory C. Spangman
Notary Public

KANSAS ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____

BE IT REMEMBERED, That on this _____ day of _____ A. D., 19 _____
before me, the undersigned, a Notary Public in and for said County and State, came _____
who _____ personally known to me to be the same person _____ who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires _____ 19 _____

appeared as a form reservation
A. G. Smith, ass.

COPIED Original compared with record
DIRECT
INDIRECT
QUIT-CLAIM Deed

FROM
James H. Elliott
and wife
TO
Kansas City Southern
Railway Co

Entered in Transfer Record in my
office this 21
day of July 1923
E. R. Davidson
County Clerk
W. A. Johnson
STATE OF KANSAS, 100
Cherokee County, ss.

Received for Record on the
day of July 1923, at 4 o'clock
P. M., and duly Recorded in Book
101 of Deeds at Page 482
Lora Whitman
Register of Deeds.

Fee, \$ _____

Kansas Quit-Claim Deed

This Indenture, Made on the Twentieth day of June

A. D. One Thousand Nine Hundred and Twenty-Three, by and between

James H. Elliott and Mabel Elliott his wife

of the County of Cherokee, State of Kansas, parties of the first

part, and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri, of the County of -----, State of -----, party of the second part:

WITNESSETH, THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of ONE ----- DOLLARS,

to them paid by said party of the second part (the receipt of which is hereby acknowledged),

do by these presents Remise, Release and forever Quit-Claim unto the said party of the

second part the following described lots, tracts or parcels of land, lying, being and situate in the

County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the S 50 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the S 50 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, 348 feet west of the northeast corner of said fractional part of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 856 feet to a point on the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Said Sec. 31, 578 feet west of the southeast corner said $\frac{1}{4}$ $\frac{1}{4}$ section. Area 1.96 acres.

This deed of quit claim is being made in release of and satisfaction for a certain deed of mortgage dated December 26, 1922, recorded in the Register's office within and for the County of Cherokee aforesaid, in deed book No. 82, at page 563, which deed of mortgage was executed by William T. Peters and Bethiah B. Peters his wife to secure the payment of a promissory note for \$800.00 described therein, which said promissory note is now held and owned by James H. Elliott, grantor herein.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto said party of the second part and unto its successors and assigns forever; so that neither the said parties of the first part nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

James H. Elliott (SEAL)
Mabel Elliott (SEAL)

(SEAL)

(SEAL)

Deed No. 4497-F

:

WARRANTY DEED
dated August 8, 1923

FROM:

MARY JESSUP HAWORTH & ELLWOOD HAWORTH

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-F (15)

THIS INDENTURE, Made and entered into this 8th day of August, 1923,
by and between Mary Jessup Haworth (formerly Mary Jessup), and Ellwood
Haworth, her husband,

of Cherokee County, Kansas,
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corpora-
tion organized and incorporated under and by virtue of the laws of the state of Kansas, party of the
second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of
Two Thousand - - - - - Dollars,

(\$ 2000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain,
sell and convey unto said party of the second part, its successors and assigns ~~for right-of-way~~ all the

following described real estate situated in the County of Cherokee and state of Kansas
to-wit:

A strip of land 100 feet in width extending over, through
and across the E $\frac{1}{2}$ of the S. W. $\frac{1}{4}$, Section 7, T. 34 S., R. 25 E.
and being more particularly described as follows, to-wit:

Beginning at a point in the west line of the E. $\frac{1}{2}$ of the
S. W. $\frac{1}{4}$ of Section 7, T. 34 S., R. 25 E. at a distance of 153.5
ft. north from the S. W. corner thereof.

Said point of beginning being in the center of said right-of-
way 100 ft. wide, being 50 ft. on either side of the following
described line.

Thence from said beginning point, bearing N. 25° 08' E. a
distance of 2339.5 ft.; thence curving to the left with a radius
of 5729.65 ft. a distance of 502.2 ft. to a point in the north
line of said E. $\frac{1}{2}$ of the S. W. $\frac{1}{4}$ of said Section 7, at a distance
of 118.0 ft. west from the N. E. corner thereof, containing 6 and
524/1000 acres more or less.

This conveyance is made subject to the mining lease of Chanute Spelter Co.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments
and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part,
for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with
said party of the second part that at the delivery of these presents they are lawfully seized in their own
right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above
granted and described premises with the appurtenances; that the same are free, clear, discharged and unin-
cumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assess-
ments and incumbrances of what nature or kind soever, and that they will warrant and forever defend
the same unto said party of the second part, its successors and assigns against said parties of the first part,
their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining prop-
erty owned and controlled by said parties of the first part caused or to be caused by the construction of a
railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and
year first above written.



Mary Jessup Haworth
Ellwood Haworth

State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 8th day of Aug. A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Mary Jessup Haworth (formerly Mary Jessup)
and Ellwood Haworth, her husband,
who are personally known to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year last above written.

W. Bowersock
Notary Public.

My commission expires Feb. 15-1926

Original compared with record

COPIED

DIRECT

INDIRECT

Warranty Deed

NUMERICAL

From

Mary Jessup Haworth &
Ellwood Haworth

To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 21st day
of Sept A. D., 1923

E. R. Pallyson
County Clerk.
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 24 day of
Sept A. D., 1923

at 4 o'clock P.M., and duly
recorded in Book 101, on page
546

Fee, \$

Lora Whitmore

Register of Deeds.

#7

K. O. G. Deed No. 2057

DEED NO: X-4497.4

KANSAS QUIT-CLAIM DEED
dated March 13, 1975

FROM:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

TO:

THEODORE AND MARY B. ROBERTSON

POSTED ON

G. M. Profile No. _____

Station Plan No. 1061-1

Side Track Record _____

Valuation Map No. KCS K-3 CParcel No. X-1rlp Date 8-11-76

Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 13th day of March A. D., 19 75, between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State

of Missouri, and having its principal place of business at Kansas City,

in the State of Missouri, of the first part, and THEODORE ROBERTSON and MARY B. ROBERTSON, husband and wife, as joint tenants with right of survivorship, and not as tenants in common, of Baxter Springs,

of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TWO HUNDRED and NO/100- -----DOLLARS,

to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

A tract or parcel of land in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 34 South, Range 24 East, Cherokee County, Kansas, being more particularly described as follows:

Beginning at a point 429' south of the NW corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$; Thence east to a point on the west right of way line of The Kansas City Southern Railway Company, and the true Point of Beginning; Thence southwesterly, along said west right of way line to a point 579' south of the north line of said $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$ section; Thence east, remaining 579' south of said north line to a point on the east right of way line of said KCS Railway Company; Thence northeasterly and north, along said east right of way line to a point 429' south of said north line; Thence west, remaining 429' south of said north line to the Point of Beginning; Said parcel being 0.7 Acre, more or less.

As shown in red on the attached print, drawing No. 964-25.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By M. J. McClary
Vice President.

Attest:

Geraldine D. Dellen ASSISTANT
Secretary.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI
County of JACKSON } ss.

BE IT REMEMBERED, That on this 13th day of March A. D. 19 75, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. F. McClain, Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and Geraldine D. Dolling Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 29, 19 75 J. B. Niedermeyer
Notary Public.

Quit-Claim Deed

FROM

TO

Entered in Transfer Record in my
office this _____
day of _____ 19 _____

County Clerk

STATE OF KANSAS, } ss.
County, }

Received for Record on the
day of _____ 19 _____, at _____ o'clock
M., and duly Recorded in Book _____
of _____ at Page _____

Register of Deeds.

Fee, \$ _____

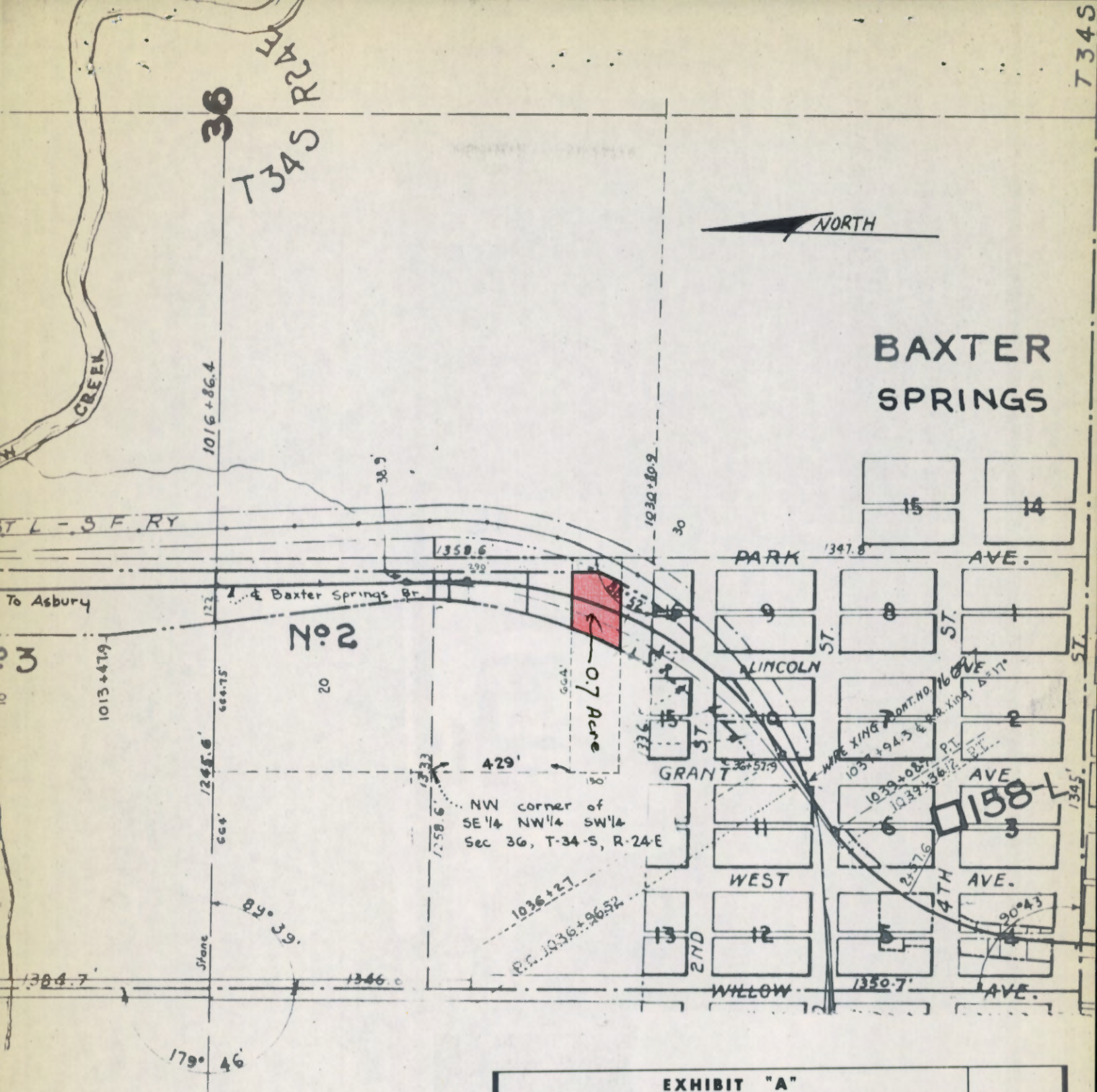



EXHIBIT "A"		
THE K.C.S. RAILWAY CO.		DRAWN BY R W M
Proposed land to be quit-claimed to Theodore and Mary B. Robertson, north of BAXTER SPRINGS, KANSAS		CHECKED BY
		DATE 3-10-75
		SCALE 1" = 400'
		SHEET NO OF
	servitron, inc. engineering - construction BATON ROUGE KANSAS CITY SHREVEPORT	
	DRAWING NO 964-25	

Deed No. 4497-II

:

September 21, 1912 (W.D. for R/W)

FROM:

JAMES W. DeMOSS

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-II

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 21 day of September A. D. 1912
by and between James W De Moss a single man.
of Cherokee County, State of Kansas, party of the
first part, and The MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY, a corporation organized under the laws
of the State of Kansas, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Twenty five and no/100 (\$25.00) Dollars, in hand paid, the receipt of which
is hereby acknowledged, do est hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land feet in width, extending over and across Lots 9 to 12 Inclusive Block 4 of
Griswold-Hawkes addition to the City of Baxter Springs, Kansas
Section Township Range East, situate in Cherokee
County, State of Kansas, particularly described as follows, to-wit:

All of Lots Nine (9) ten (10) Eleven (11), and twelve (12),
in Block four (4), in Griswold and Hawkes Addition
to the City of Baxter Springs, Cherokee County,
Kansas.

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The party of the first part as a part of the consideration hereof does hereby waive all damages that may
result to abutting or adjoining property owned or controlled by him
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal
the day and year first above written.

James W De Moss (SEAL)
(SEAL)

STATE OF Kansas
Cherokee County } ss.

ACKNOWLEDGMENT.

Before me Frank R Brewster a Notary Public in and for said County
and State, on this 21 day of September, 1912, personally appeared
James W. De Moss a single man
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to
me that he executed the same as his free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 21st day of September, 1912

Frank R Brewster
Notary Public.

My Commission Expires Dec. 1, 1913

Valuation No 16
Sept 12 BY Brn 20 13

James Demoss

From Station To Station

**WARRANTY DEED
FOR RIGHT OF WAY
FROM**

James Demoss

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

4445 20
Entered in Transfer Record
in my office this 15th day
Oct 1912
W. J. Shaffer & Co. Clk
by Emerson Hulley

STATE OF KANSAS, } ss:
Cherokee County,

This instrument was filed for record on
the 14 day of Oct
A. D. 1912 at 2 o'clock P. M.
and duly recorded in Book 78 Page 322
Fee \$1.30

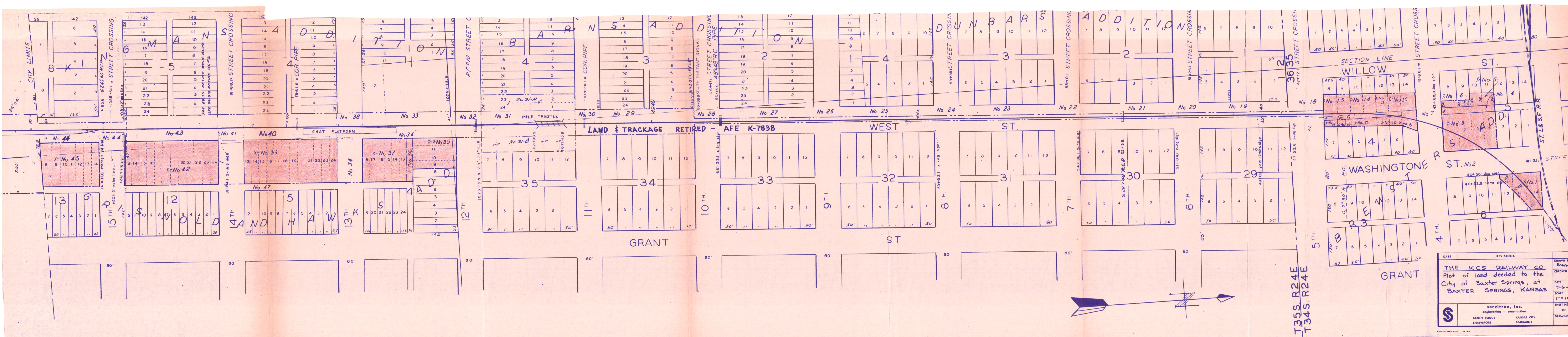
James Demoss Reg. of Deeds.
Deputy.

Parcel #35

K. O. & G. Deed No. 1293

THE BOWMAN PRESS - MUSKOGEE

Return to B. R. Jones,
with \$25 Muskogee
Oct 1912



DEED NO: X-4497

KANSAS CORPORATION QUIT-CLAIM DEED

DATED: DECEMBER 26, 1972

FROM:

THE KANSAS CITY SOUTHERN RAILWAY Co.

TO:

CITY OF BAXTER SPRINGS, KANSAS

POSTED ON

G. M. Profile No. _____

Station Plan No. 1061-1

Side Track Record _____

Valuation Map No. KCS, K-3, S-6Parcel No. See sheets attached

Date _____

Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 26th day of December A. D., 1972, between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY,

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Missouri, and having its principal place of business at Kansas City in the State of Missouri, of the first part, and

CITY OF BAXTER SPRINGS, KANSAS, a Municipal Corporation, of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of One Dollar and Other Good and Valuable Consideration-----DOLLARS, to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto the said party of the second part, its successors ~~and~~ and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

Lots 4, 5, 6, 7, 8, 9, 10, and 11, in Block 5; Lots 12, 13, and 14, in Block 6; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, in Block 4; all in Brewster's (First) Addition to the City of Baxter Springs, according to the recorded plat thereof; and

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, in Block 4; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 5; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, in Block 12; Lots 8, 9, 10, 11, 12, 13, and 14, in Block 13; all in Griswold and Hawkes Addition to the City of Baxter Springs, according to the recorded plat thereof.

APPROVED AS TO FORM:

R. E. Zimmerman
General Counsel

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, its successors ~~and~~ and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

The Kansas City Southern Railway Company

By

L. O. Frith

Executive Vice-President.

Attest:

J. C. Kellogg

Secretary.

APPROVED AS TO DESCRIPTION

J. M. Curtis

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

County of JACKSON

ss.

BE IT REMEMBERED, That on this 26th day of December, A. D., 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L. O. Frith, Executive Vice President of the The Kansas City Southern Railway Company a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and G. E. Kellogg Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation The Kansas City Southern Railway Company

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

My commission expires May 29, 1975

E. B. Muehlmeier

Notary Public.

Quit-Claim Deed

FROM

TO

Entered in Transfer Record in my office this day of 19

County Clerk

STATE OF KANSAS, ss. County,

Received for Record on the day of 19, at o'clock M., and duly Recorded in Book of at Page

Register of Deeds.

Fee, \$



Brewster's (FIRST) ADDITION

BLOCK 5 -	Lot 4 -	Parcel	3	-	}	4497-W
	5 -		3	-		
	6 -		3	-		
	7 -		3	-		
	8 -		6	-	}	4497
	9 -		6	-		
	10 -		5	-	}	4497-X
	11 -		5	-		
BLOCK 6 -	Lot - 12 -	Parcel	1	-	}	4497-V
	13 -		1	-		
	14 -		1	-		
BLOCK 4 -	Lot 1 -	Parcel	8	-	}	4497-Y
	2 -	"	12	-		}
	3 -	"	12	-	}	
	4 -	"	13	-		}
	5 -	"	13	-	}	
	6 -	"	16	-		}
	7 -	"	17	-	}	
	8 -	"	15	-		}
	9 -	"	15	-	}	
	10 -	"	14	-		}
	11 -	"	14	-	}	
	12 -	"	11	-		}
	13 -	"	10	-	}	
	14 -	"	10	-		}



Griswold & Hawkes Addition

Block 4 - Lot 9

10

11

12

13

14

15

16

17

18

Parcels No 35, 37, 36

35- 4497-II

36- 4497-HH

37- 4497-JJ

Block 5 - Lot 13

14

15

16

17

18

19

20

21

22

23

24

Parcel No 39 - 4497 KK

Block 12 - Lot 13

14

15

16

17

18

19

20

21

22

23

24

Parcel No. 42 4497-LL

Block 13 - Lot 8

9

10

11

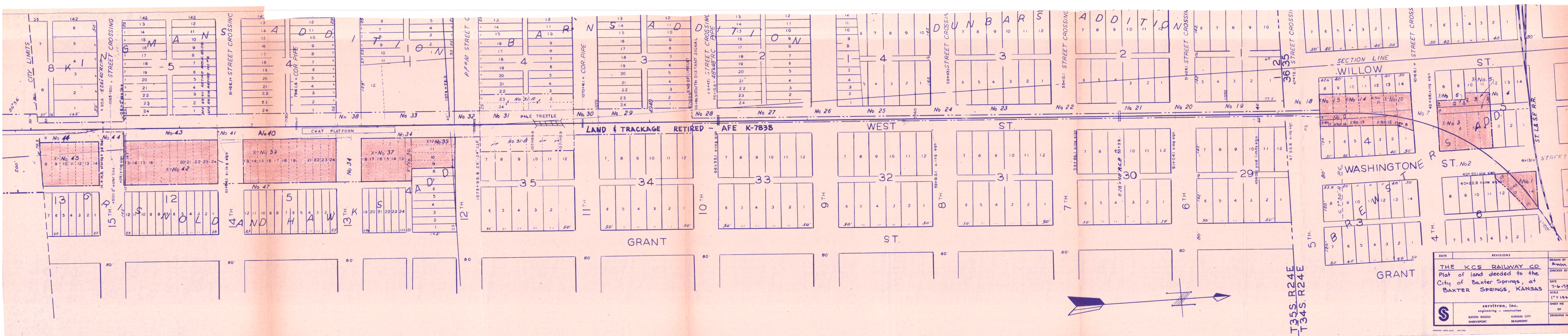
12

13

14

Parcel No. 45 4497-MM

4497-NN



DEED NO: X-3465

KANSAS CORPORATION QUIT-CLAIM DEED

DATED: AUGUST 28, 1972

FROM:

THE KANSAS CITY SOUTHERN RAILWAY CO.

TO:

A. M. Nichols

POSTED ON

G. M. Profile No. _____

Station Plan No. 1061-1

Side Track Record _____

Valuation Map No. KCS, K-3, 3

Parcel No. X-14, X-15

Run Date 3/9/73

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

County of JACKSON

ss.

BE IT REMEMBERED, That on this 28th day of August A. D. 1972, before me the undersigned, a Notary Public in and for the County and State aforesaid, came L. O. Frith, Executive-Vice President of the THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated and existing under and by virtue of the laws of MISSOURI and G. E. Kellogg Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation THE KANSAS CITY SOUTHERN RAILWAY COMPANY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires

June 23, 1976

Gerald D. Dollens
Notary Public.

Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 28th day of August A. D., 1972, between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Missouri, and having its principal place of business at Kansas City, in the State of Missouri, of the first part, and

A. M. NICHOLS

of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of One Hundred Fifty and No/100-----DOLLARS, to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

A 100 foot strip of land in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 33 South, Range 25 East, Cherokee County, Kansas, more particularly being 50 feet on either side of the following described centerline:

Beginning at a point on the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, 315 feet east of the northwest corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence southwesterly 982 feet, more or less, to a point on the west line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, 932 feet south of the center of said section 29; Area of said 100 foot strip of land being 2.25 ac., more or less.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

The Kansas City Southern Railway Company

By J. A. Smith
Executive Vice President.

Attest: J. E. Kinsley, Secretary.

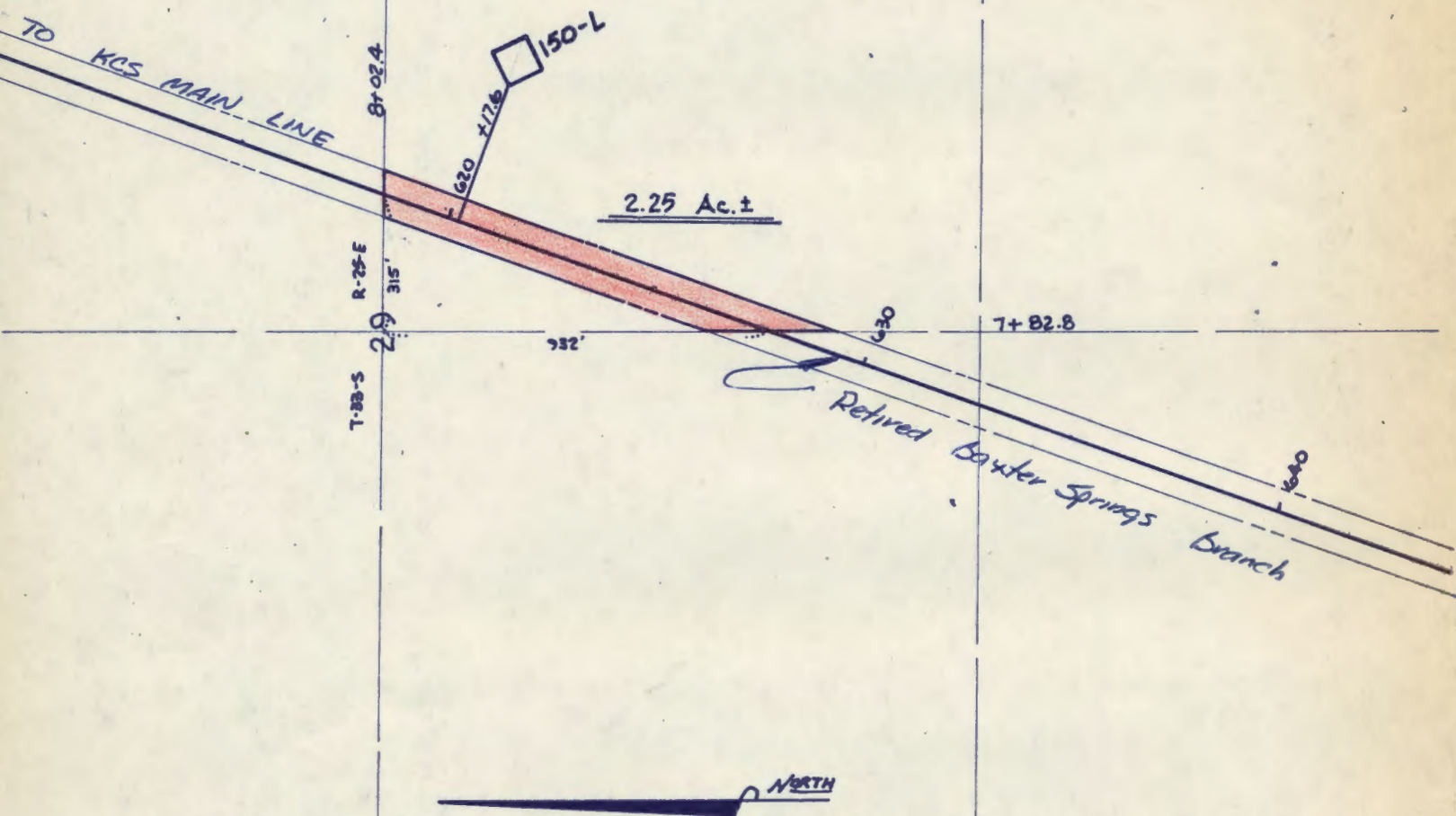



EXHIBIT "A"		
THE KCS RAILWAY CO.		DRAWN BY RWM
Land to be Quit-Claimed to A.M. Nichols, south of LAWTON, KANSAS		CHECKED BY
		DATE 8-22-72
		SCALE 1" = 400'
	servitron, inc.	
	engineering - construction	
	BATON ROUGE KANSAS CITY SHREVEPORT BEAUMONT	
	SHEET NO OF	DRAWING NO

DEED-WARRANTY

THIS INDENTURE, Made this 18th day of October A. D. 1934 between

Lulu Wellman and John E. Wellman her husband

of Cherokee County, in the State of Kansas of the first part, and

A.M. Nichols

of Cherokee County, in the State of Kansas of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of

One dollar and other valuable considerations

DOLLARS

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y...

of the second part his heirs and assigns, all the following described real estate situate in Cherokee

County, State of Kansas to-wit:

The South one half (S $\frac{1}{2}$) of the North one half (N $\frac{1}{2}$) of the South East quarter (SE $\frac{1}{4}$) of Section twenty nine (29), Township thirty three (33), Range twenty five (25) except railroad right of way



TO HAVE AND TO HOLD THE SAME, together with all singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

And the said Lulu Wellman and John E. Wellman her husband for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said part y... of the second part that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature and kind soever

and that they will warrant and forever defend the same unto said part y... of the second part, his heirs and assigns, against said part 1st of the first part, their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year above written.

Lulu Wellman
John E. Wellman

DEED-WARRANTY

THIS INDENTURE, Made this 16th day of December A. D. 1934 between
Jennie Ferguson, a widow

of Los Angeles County, in the State of California of the first part, and
A. M. Nichols

of Cherokee County, in the State of Kansas of the second part,

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of

One and no/100 dollars and other valuable consideration DOLLARS

the receipt of which is hereby acknowledged, do S. by these presents grant, bargain, sell and convey unto said part Y..
of the second part his heirs and assigns, all the following described real estate situate in Cherokee
County, State of Kansas to-wit:

The fraction of the North one-half of the North one-half of the
Southeast Quarter of Section 29, Township 33, Range 25, consisting
of 38.37 acres, located in Cherokee County, Kansas.



TO HAVE AND TO HOLD THE SAME, together with all singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

And the said Jennie Ferguson, a widow for her
heirs, executors or administrators, do S. hereby covenant, promise and agree to and with said part Y. of the second part
that at the delivery of these presents she is lawfully seized in her own right, of an absolute and indefeasible
estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature and kind soever

and that she will warrant and forever defend the same unto said part Y. of the second part, his
heirs and assigns, against said part Y. of the first part, her heirs, and all and every person or persons
whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said part Y. of the first part has hereunto set her hand
the day and year above written.

Jennie Ferguson

Have notaried on back

Earl K. Jeffery
Columbus,
Kansas

TRANSFER # 23 A "

The following plat is a tracing of plat attached to deed recorded in
Deed record "106", Page "436".

Bonded
Abstracter

Jennie Ferguson.

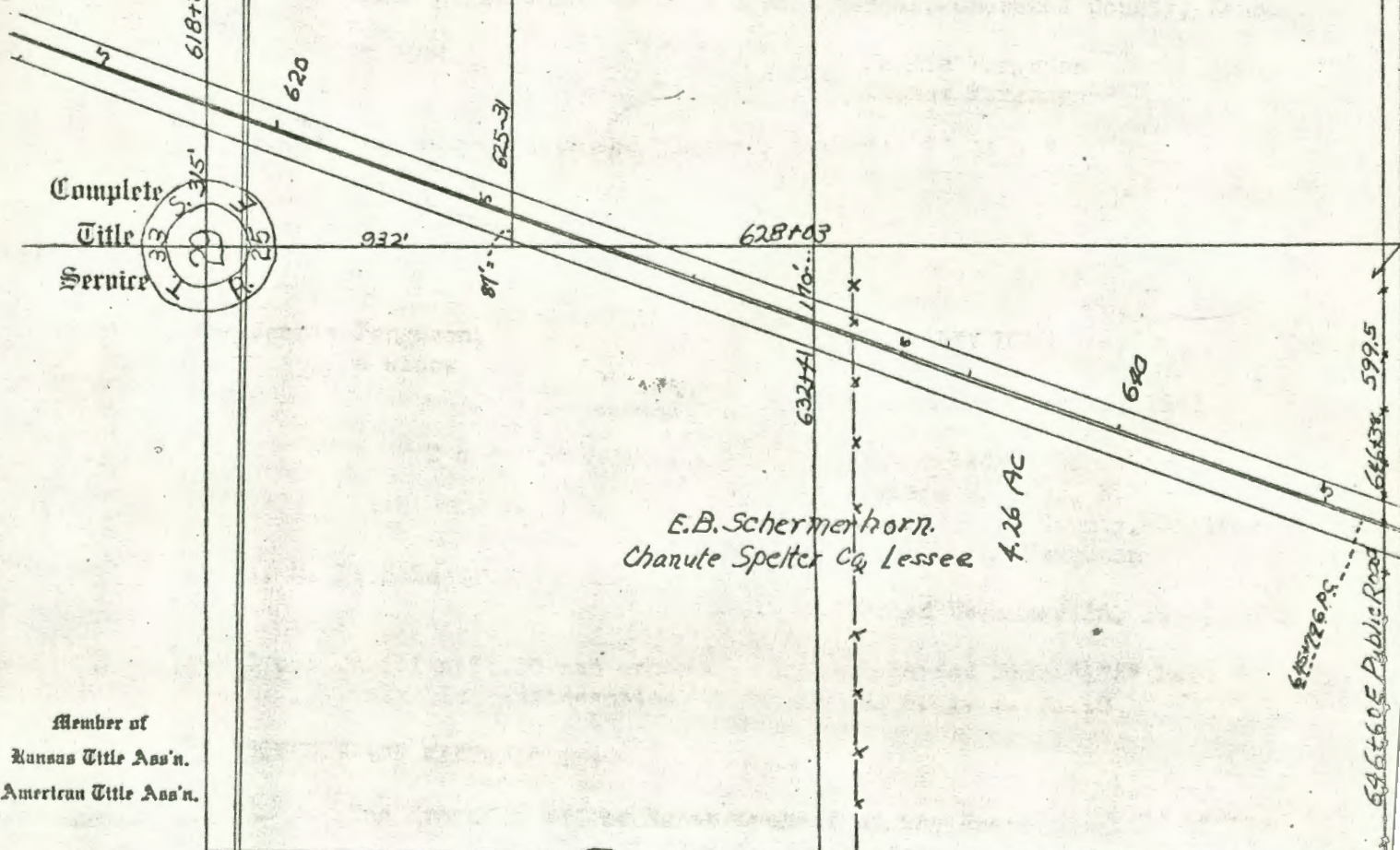
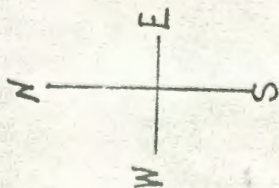
Lula Wellman.
Victor Rakowsky et al Lessees

Complete
Title
Service



Member of
Kansas Title Ass'n.
American Title Ass'n.

Page No.



Hearl K. Jeffery
Columbus,
Kansas

TRANSFER # " 23 B "

Jennie Ferguson and Thomas Ferguson,
her husband

WARRANTY DEED

Dated June 20, 1923

T o

Acknowledged June 20, 1923
Before H. W. Clarke, N.P.
Los Angeles County, California, (L.S.)

The Kansas City Southern Railway
Company, a corporation organized
and existing under the laws of the
State of Missouri

Filed June 29, 1923

Recorded Book "106" Page "436".

Consideration: \$500.00

U. S. I. R. \$0.50

Bounded
Abstracter

CONVEYS AND WARRANTS : -

A 100 foot strip of land being 50 feet on either side of the following described center line through the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 29, T 33 S. R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 29, 315 feet east of the northwest corner NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 29, thence south-westerly 710 feet, more or less, to a point on the south line of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ said Sec 29, 87 feet more or less east of the southwest corner of the N $\frac{1}{2}$ of said $\frac{1}{4}$ section Area 1.63 acres more or less and is enclosed in yellow lines on the attached blue print which is made a part hereof, Cherokee County, Kansas.

GRANTORS SIGN

Jennie Ferguson
Thomas Ferguson

Note: For above mentioned plat see transfer # " 23 A "

Complete
Title
Service

TRANSFER # " 24 "

Jennie Ferguson,
a widow

WARRANTY DEED

Dated December 16, 1941

T o

Acknowledged December 22, 1941
Before M. Cupp, N.P.
Los Angeles County, California, (L.S.)
by Jennie Ferguson

A. M. Nichols

Filed December 26, 1941, at 11:50 A.M.

Consideration: \$1.00 and other
valuable consideration

Recorded Book "133" Page " ".
U. S. I. R. \$1.10

Member of
Kansas Title Ass'n.
American Title Ass'n.

CONVEYS AND WARRANTS : -

The fraction of the North onehalf of the North one-half of the Southeast Quarter of Section 29, Township 33, Range 25, consisting of 38.37 acres, located in Cherokee County, Kansas.

Page No.

GRANTOR SIGNS

Jennie Ferguson

Uniform Abstract Certificate

(Adopted by Kansas Title Association)

STATE OF KANSAS, COUNTY OF CHEROKEE, SS:

I, the undersigned, do hereby certify that the foregoing is a true and correct abstract of all conveyances and other instruments of writing, including Federal Tax Liens, filed for record or recorded in the office of Register of Deeds of said County (except any instrument filed as a chattel only), affecting the title to the following described real estate situate in the County of Cherokee, State of Kansas, to-wit:

The North half (1/2) of the North half (1/2) of the Southeast quarter (1/4) of Section Twenty-nine (29) Township Thirty-three (33), South, of Range Twenty-five (25) East of the 6th P. M. Except Right of Way of The Kansas City Southern Railway Company.

That the acknowledgments to the various instruments abstracted herein are regular and the signatures are of record as shown and so appear in the acknowledgments, except as otherwise noted.

That there are no judgments, mechanic liens, foreign executions, attachments, or suits pending, or transcripts of judgments from State or United States Courts, or other proceedings affecting the title to the real estate above described, on file or of record in offices of the Clerk of the District Court of said County at Columbus and Galena, except as shown in this abstract, against

Jennie Ferguson, A. M. Nichols.

There is no County Court in this County.

That there are no proceedings of record in the Probate Court of said County, affecting the title of the real estate above described, except as shown in this abstract, pertaining to any of the following named parties: *Jennie Ferguson, A. M. Nichols.*

That the records in the office of County Treasurer of said county, on date of this certificate, show taxes for *1935 to 1941 paid in full.*

That the undersigned is a duly qualified abstractor in and for the County and State aforesaid, a member in good standing of Kansas Title Association and American Title Association, whose bond as required by law is in force at the date of this certificate, said bond being a surety bond.

This certificate covers the period of time from *May 1-1932 at 4:00 A. M.* to the date hereof, and Transfer *23A* to *24* both inclusive.

Dated at Columbus, Kansas, this _____ day of _____ A. D. 19____
at _____ o'clock _____ M.

TRADE MARK



PEARL K. JEFFERY
Bonded Abstractor
COLUMBUS, KANSAS

The foregoing Certificate is extended from

_____ day of _____ 19____ at _____ M.

to the date hereof and transfer _____

to _____, inclusive, added.

The certificate as to judgments is extended to include _____

The certificate as to Probate Court is extended to include _____

The Treasurer's records show taxes _____

Dated _____ day of _____ 19____ at _____ M.

The foregoing Certificate is extended from

_____ day of _____ 19____ at _____ M.

to the date hereof and transfer _____

to _____, inclusive, added.

The certificate as to judgments is extended to include _____

The certificate as to Probate Court is extended to include _____

The Treasurer's records show taxes _____

Dated _____ day of _____ 19____ at _____ M.

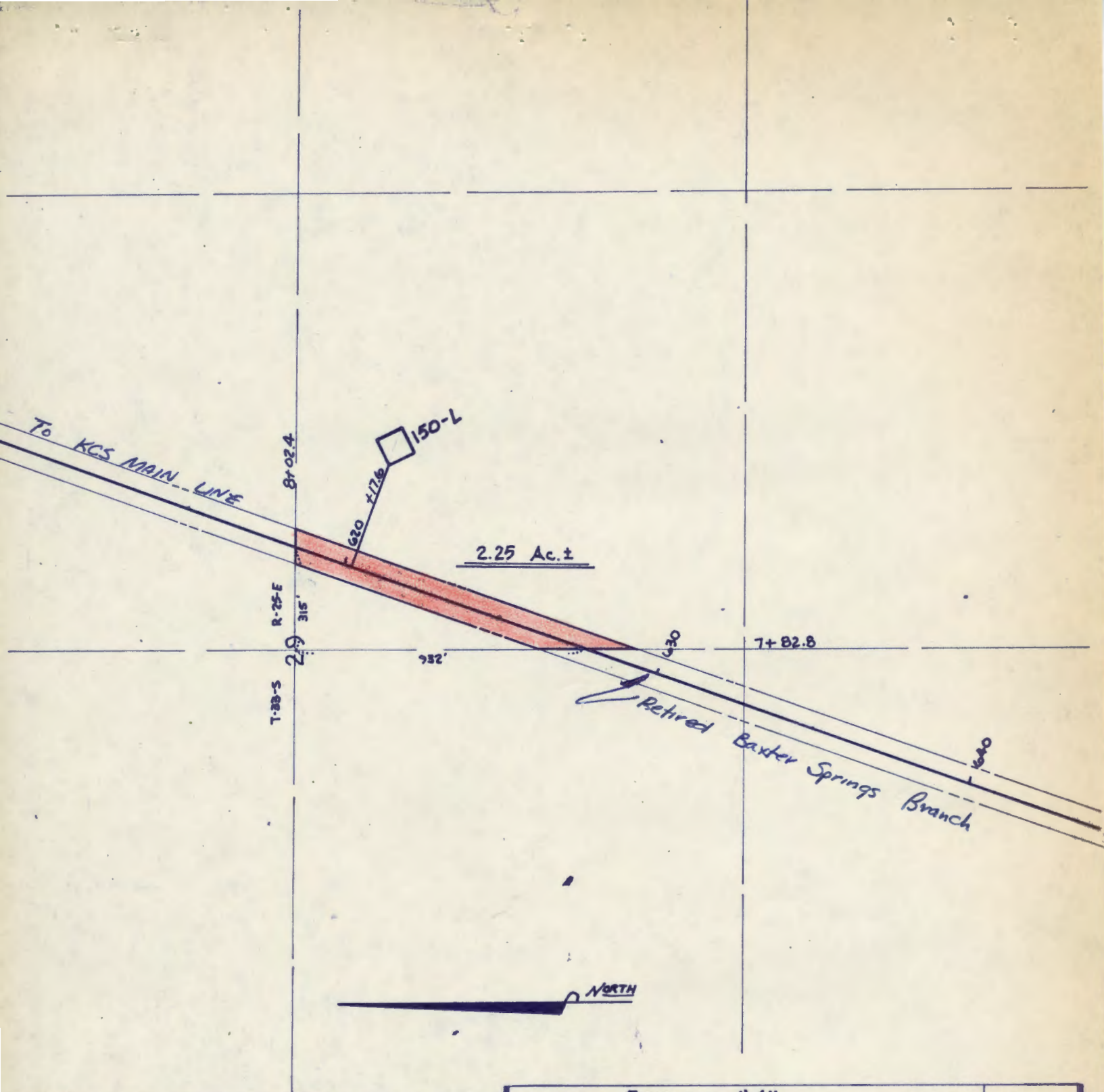


EXHIBIT "A"		
THE KCS RAILWAY CO.		DRAWN BY RWM
Land to be Quit-Claimed to A.M. Nichols, south of LAWTON, KANSAS		CHECKED BY
		DATE 8-22-72
		SCALE 1" = 400'
S	servitron, inc. engineering - construction BATON ROUGE KANSAS CITY SHREVEPORT BEAUMONT	SHEET NO
		OF
		DRAWING NO

GE
AFE K-7838

T33S

R25E

No 14

No 15

No 16

D150L

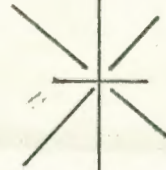
Jennie Ferguson

Lula Wellman

Victor Rahowsky et al
Lessees

E.B. Schermerhorn
Chanute Spoker Co. Lessee

N



P.C. 1°00" R. 645+74.2

646+38.7

646+17.995

646+13.5 Cattle Guard
646+38.7 & Public Road, 25' 24" R.C.P. 150 L
646+56 Cattle Guard
646+49 Xing Sign

THE KANSAS CITY SOUTHERN RY. CO.
FOR QUIT CLAIM DEED
TO
A. M. NICHOLS

K.C.S. Deeds No. 3465 & No. 3476

Δ = 14° 20'

Private Road, 25' 24" R.C.P. 150 L
Est. J. Con't

656+25

No

RELEASE DEED

THIS INDENTURE, made as of this 14TH day of FEBRUARY, 1973, between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clark G. McCorkle of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the County of Cherokee, State of Kansas, in Book 111, at page 1, and by First Supplemental Indenture dated as of the first day of June 1949, recorded in the Office of xxxxxxxxxxxxxxxxxx in the County of xxxxxxxxxxxxxxxxxx, State of xxxxxxxxxxxxxxxxxx, in Book xxxxxxxx at page xxxxxx, and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the Office of Register of Deeds in the County of Cherokee, State of Kansas, in Book 132, at page 1 to 31 for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situated in the ^{County} ~~State~~ of Cherokee and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clark G. McCorkle, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and the Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

(Corporate Seal)

ATTEST:

H. J. Summerholt
Assistant Secretary

CHEMICAL BANK, as Trustee

By *J. J. Fleming*
SENIOR TRUST OFFICER

Clark G. McCorkle
Clark G. McCorkle, as Trustee

(Corporate Seal)

ATTEST:

J. C. Kellogg
Secretary

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By *L. O. Smith*
Executive Vice President

EXHIBIT "A"

A 100 foot strip of land in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 33 South, Range 25 East, Cherokee County, Kansas, more particularly being 50 feet on either side of the following described centerline:

Beginning at a point on the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, 315 feet east of the northwest corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence southwesterly 982 feet, more or less, to a point on the west line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, 932 feet south of the center of said section 29; Area of said 100 foot strip of land being 2.25 acr., more or less.

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 7th day of February, 1973, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared
... L. O. Frith, to me personally known who being by me duly sworn, did depose and say that he resides in Kansas City, Missouri, that he is Executive Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said L. O. Frith acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said L. O. Frith is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said L. O. Frith acknowledged himself to be Executive Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Vice President; and I do further certify that the said L. O. Frith is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said L. O. Frith is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said L. O. Frith acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: June 23, 1976

Geraldine A. Dallas

Notary Public in and for
Jackson County, Missouri

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 8th day of February 1973 before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clark G. McCorkle, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: June 23, 1976

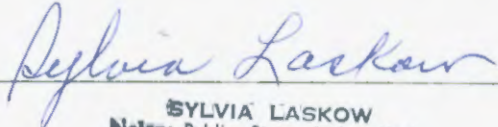
Geraldine D. Dollins
Notary Public in and for
Jackson County, Missouri

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, that on the 14TH day of FEBRUARY, 1973, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared J. J. Fleming, to me personally known who being by me duly sworn, did depose and say that he resides at 166 82nd Street Brooklyn, New York 11209, that he is SENIOR TRUST OFFICER of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said J. J. Fleming acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said J. J. Fleming is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said J. J. Fleming acknowledged himself to be SENIOR TRUST OFFICER of Chemical Bank, a corporation, and that he, as such SENIOR TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as SENIOR TRUST OFFICER; and I do further certify that the said J. J. Fleming is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as SENIOR TRUST OFFICER and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said J. J. Fleming is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said J. J. Fleming acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)


SYLVIA LASKOW
Notary Public, State of New York
No. 24-7436995
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1974

Deed No. 4497-K

:

WARRANTY DEED
dated September 6, 1923

FROM:

JOHN E. WELLMAN & LULU WELLMAN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 6th day of September, 1923
by and between John E. Wellman and Lulu Wellman
his wife,

of Cherokee County, Kansas,
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of
Two Hundred & No/100 - - - - - Dollars,

(\$200.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~to the right of way~~ all the

following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land extending over, through and across the Northwest corner of the N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$, of section 24, T. 34 S., R. 24 E. and being more particularly described as follows, to-wit:

Beginning at a point in the north line of Section 24, T. 34 S. R. 24 E. at a distance of 1274.3 ft. west from the N. E. corner thereof: Said point being within the lines of said right-of-way 150 ft. wide, being 100 ft. wide east of, and 50 ft. wide west of the following described line.

Thence from said beginning point, bearing S. 20° 03' W. a distance of 163.9 ft. to a point in the west line of the N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of said Section 24, at a distance of 155.7 ft. south from the N. W. corner thereof, containing 823/1000 of an acre more or less.

This conveyance is made subject to the mining lease of Victor Rakowsky and O. M. Bilharz covering said tract.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in. all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

John E. Wellman
Lulu Wellman



State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 6th day of September A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Hohn E. Wellman and Lulu Wellman, his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public.

My commission expires Feb. 15th. 1926.

Original compared with record
COPIED
DIRECT
INDIRECT
NUMERICAL
Warranty Deed

From
John E. Wellman
and wife
To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 24th day
of September A. D., 1923

[Signature]
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 24th day of
Sept A. D., 1923
at 4 o'clock P. M., and duly
recorded in Book 101, on page
551

Fee, \$
[Signature]
Register of Deeds.

2

9
K. O. & G. Deed No. 2062

State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 6th day of September A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Hohn E. Wellman and Lulu Wellman, his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public.

My commission expires Feb. 15th. 1926.

Original compared with record
COPIED
DIRECT
INDIRECT
NUMERICAL Deed

From
John E. Wellman
and wife

To
THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 24th day

of Sept A. D., 1923

[Signature]
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 24 day of

Sept A. D., 1923

at 4 o'clock P. M., and duly

recorded in Book 101, on page

551

Fee, \$ [Signature]

Lora Whitmore

Register of Deeds.

2

K. O. & G. Deed No. 2062

and No. 478 May 1923.

#1

Dead No 3474

H. H.

Fred Wells & Wife
The Kas. City Southern
Railway Co.

Original compared with record

COPIED.....✓
DIRECT.....✓
INDIRECT.....✓
NUMERICAL.....✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record

the 13 day of June A.D. 1922
at 7 o'clock A.M. and duly recorded
in Book 101 Page 465 Fee \$...

Lora Whitmore

Register of Deeds

Deputy

Entered on transfer
record in my office
this 13th day June 1923

E. R. Hallyson

County Clerk

By J. C. Whitman

Deputy

Per 10

WARRANTY DEED.

THIS INDENTURE, Made this 18th day of May,

A. D., One Thousand Nine Hundred Twenty Three by and between Fred Wells and Daisy Wells, his wife, of Cherokee County, in the State of Kansas, parties of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri, party of the second part, WITNESSETH, That:

Said parties of the first part, in consideration of the sum of One Thousand Six Hundred Twenty Two Dollars and Fifty Cents (\$1,622.50), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all the following described real estate situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, T 33 S. R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, 1288 feet east of the northwest corner said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2826 feet to a point on the south line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, 315 feet east of the center of said section. Area 6.49 acres is enclosed in yellow lines on attached blue print which is made a part hereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever; except the following:

Mortgage to Archie Wells, dated September 20, 1920, recorded November 13, 1920, in the Records of Cherokee County, Kansas, in Book 82, Page 30.

Mining lease to Victor Rakowsky, dated February 21, 1921, recorded May 27, 1921, in Book I, Page 410.

Mortgage to Central Life Insurance Company, dated September 25, 1922, recorded September 28, 1922, in the records of Cherokee County, Kansas, in Book 83, Page 308.

Mortgage to Central Life Insurance Company, dated September 25, 1922, recorded September 28, 1922, in the records of Cherokee County, Kansas, in Book 83, Page 309.

and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Fred Wells
Daisy Wells

STATE OF KANSAS }
COUNTY OF CHEROKEE } SS.

BE IT REMEMBERED, That on this 18 day of May, A. D., 1923, before me, the undersigned, a Notary Public in and for said County and State, came Fred Wells and Daisy Wells, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Pearl H. Marshall
Notary Public in and for said
County and State.

My commission expires My Commission expires May 24, 1924, 19 .

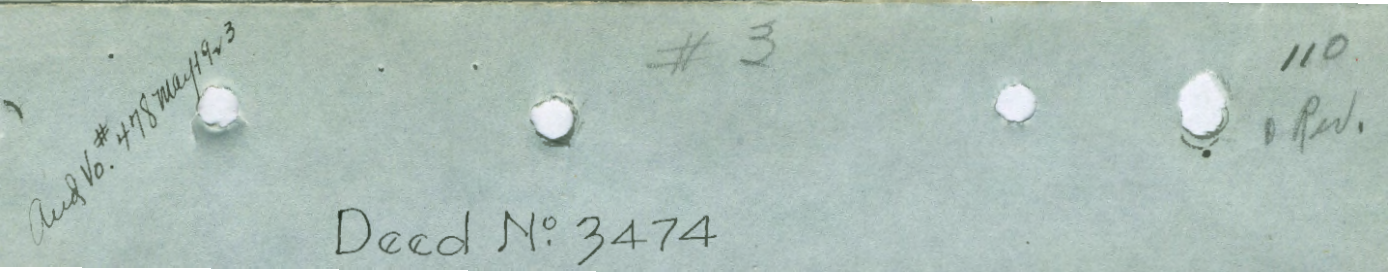
APPROVED AS TO FORM

J. H. Moore
Asst. General Solicitor

APPROVED AS TO EXECUTION

Asst. General Solicitor





Card No. #478 May 1943

3

Deed No 3474

110

Rev.

Deed N^o: 3474

2109 10/

g C H.

The Cherokee Co.
State Bank

To

The Kas City Southern
Railway Co

Original compared with record

COPIED
DIRECT
INDIRECT
NUMERICAL
✓
✓
✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record on
the 13th day of June A.D. 1923.
at 7¹⁰ o'clock A.M., and duly recorded
in Book 181 Page 467 Fee \$.....

Lora Whitmore
Register of Deeds

Deputy

Entered on transfer record
in my office this 13th day
June 1923

ER Pattison
County Clerk

By J. H. H. H.

102

Deputy

QUIT CLAIM DEED.

THIS INDENTURE, Made on the 18 day of May,
A. D., 1923, by and between The Cherokee County State Bank, a
corporation of Cherokee County in the State of Kansas, party of
the first part, and The Kansas City Southern Railway Company, a
corporation organized and existing under the laws of the State of
Missouri, party of the second part, WITNESSETH, That:

Said party of the first part, in consideration of the sum
of ONE AND NO/100 DOLLARS, to it paid by said party of the second
part, (the receipt of which is hereby acknowledged) does by these
presents, remise, release and forever quit-claim unto said party
of the second part, the following described lots, tracts or parcels
of land, lying, being and situate in the County of Cherokee and
State of Kansas, to-wit:

A 100 foot strip of land in the E $\frac{1}{2}$ of W $\frac{1}{2}$ of
NE $\frac{1}{4}$ Sec. 29, T. 33 S., R. 25 E., Cherokee County, Kansas,
being 50 feet on either side of the following described
center line extending through the W $\frac{1}{2}$ of NE $\frac{1}{4}$ said section
29: Beginning at a point on the north line of W $\frac{1}{2}$ of
NE $\frac{1}{4}$ Sec. 29, 1288 feet east of the northwest corner
of said $\frac{1}{4}$ section; thence southwesterly 2826 feet to
a point on the south line of the W $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec. 29,
315 feet east of the center of said section. Area 4.04
acres is enclosed in yellow lines on attached blue print
which is made a part hereof.

this deed of quit claim being made in release of and satisfaction for
a certain deed of mortgage dated September 20, 1920, recorded in
the Register's Office within and for the County of Cherokee, aforesaid,
in Deed Book 82 at Page 30, which said deed of mortgage was executed
by Fred Wells and Daisy Wells, his wife, to secure the payment of
a promissory note for Two Thousand and no/100 Dollars (\$2,000.00)
described therein, which said promissory note is now held and owned
by the said The Cherokee County State Bank, grantor herein.

TO HAVE AND TO HOLD the same with all the rights, immunities,
privileges and appurtenances thereto belonging; unto said party of
the second part and unto its successors and assigns forever; so that
neither the said party of the first part nor its successors, nor any

other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The Cherokee County State Bank has caused these presents to be executed by its President and its corporate seal to be hereto affixed and duly attested by its Secretary, this 18 day of May, A. D., 1923.

THE CHEROKEE COUNTY STATE BANK,

ATTEST:

By

Oscar Crane
President.

W. H. Sage
Secretary.

STATE OF KANSAS

} SS.

COUNTY OF CHEROKEE

BE IT REMEMBERED that on this 18th day of May, A. D., 1923, before me, the undersigned, a Notary Public in and for said County and State, came Oscar Crane, President, and W. H. Sage, Secretary, of The Cherokee County State Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as such President and Secretary and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of the said The Cherokee County State Bank for the uses therein set forth and caused the corporate seal of said Bank to be thereto affixed, pursuant to the authority of the Board of Directors.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Emory C. Zimmerman
Notary Public within and for
said County and State.

My commission expires March 26th, 1925

APPROVED AS TO FORM

J. H. Moore

Asst. General Solicitor

APPROVED AS TO EXECUTION

Asst. General Solicitor

589+95 & Public Road


3'x3' Conc. Box

$E\frac{1}{2}W\frac{1}{2}NW\frac{1}{4}$

Fred Wells.
Victor Rakowsky et al, Lessees.

Fred Wells.
Victor Rakowsky et al, Lessees.

Jennie Fe

 Barn.

 1 S. Fr.



J.C.D.
The Central Life Ins Co
To

The Kas. City Southern
Railway Co

Original compared with record

COPIED.....

DIRECT.....

INDIRECT.....

NUMERICAL.....

Entered on transfer record in
my office this 13th day of June 1923
J.C.D. C.R. Callahan
Rec'd
Pay of 6 Adm. Kansas

State of Kansas, Cherokee County, ss.

This instrument was filed for record on
the 13th day of June A.D. 1923.
at 8:10 o'clock P.M., and duly recorded
in Book 101 Page 471 Fee \$.....

Lora Whitmore
Register of Deeds

Deputy



QUIT CLAIM DEED.

THIS INDENTURE made on the 23rd day of May,

A. D., 1923, by and between The Central Life Insurance Company, a corporation of Fort Scott, Bourbon County, in the State of Kansas, party of the first part, and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri, party of the second part, WITNESSETH, That:

Said party of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS to it paid by said party of the second part, (the receipt of which is hereby acknowledged,) does by these presents remise, release and forever quit claim unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land in the $W\frac{1}{2}$ of $W\frac{1}{2}$ of $NE\frac{1}{4}$ Sec. 29, T. 33 S., R. 25 E., Cherokee County, Kansas, being 50 feet on either side of the following described center line extending through the $W\frac{1}{2}$ of $NE\frac{1}{4}$ said Sec. 29: Beginning at a point on the north line of $W\frac{1}{2}$ of $NE\frac{1}{4}$ Sec. 29, 1288 feet east of the northwest corner of said $\frac{1}{4}$ section; thence southwesterly 2826 feet to a point on the south line of the $W\frac{1}{2}$ of $NE\frac{1}{4}$ Sec. 29, 315 feet east of the center of said section. Area 2.45 acres is enclosed in yellow lines on attached blue print which is made a part hereof.

this deed of quit-claim being made in release of and satisfaction in so far only as it effects the above described real estate being the railway right of way for a certain deed of mortgage dated the 25th day of September, 1922, recorded in the Register's office within and for the County of Cherokee, aforesaid, in Deed Book 83 at Page 308, which deed of mortgage was executed by Fred Wells and Daisy May Wells, his wife, to secure the payment of a promissory note for ONE THOUSAND AND NO/100 DOLLARS, described therein, which said promissory ^{note} is now held and owned by The Central Life Insurance Company, grantor herein; also in release of and satisfaction in so far only as it effects the above described real estate being the railway right of way for a certain deed of mortgage dated the 25th day of September, 1922, recorded in the Register's Office within and for the County of Cherokee, aforesaid, in Deed Book 83 at Page 309, which said deed of mortgage was executed by Fred Wells and Daisy May Wells, his wife,

to secure the payment of a promissory note for SEVENTY AND NO/100 DOLLARS, described therein, which said promissory note is now held and owned by the said The Central Life Insurance Company, grantor herein.

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging; unto said party of the second part and unto its successors and assigns forever; so that neither the said party of the first part nor its successors, nor any other person or persona for it or in its name or behalf, shall or/hereafter ^{will} claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The Central Life Insurance Company has caused these presents to be executed by its President and its corporate seal to be hereto affixed and attested by its Secretary this 23rd day of May, A. D., 1923.

THE CENTRAL LIFE INSURANCE COMPANY,

ATTEST:

By

Geo W Marble
President.

R. S. Tiernan
Secretary.

STATE OF KANSAS)
COUNTY OF BOURBON) SS.

BE IT REMEMBERED that on this 23rd day of May, A. D., 1923, before me, the undersigned, a Notary Public in and for said County and State, came Geo. W. Marble, President, and R. S. Tiernan, Secretary, of The Central Life Insurance Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as such President and Secretary and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of the said The Central Life Insurance Company for the uses therein set forth and caused the corporate seal of said Company to be thereto affixed, pursuant to the authority of the Board of Directors.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal the day and year last above written.

S. Sharpe
Notary Public in and for said
County and State.

My commission expires March 24th, 19 26.

589+95 & Public Road

389+64

390

390+30

3'x3' Conc. Box

600

543.45

Fred Wells.
Victor Rakowsky et al, Lessees.

Fred Wells.
Victor Rakowsky et al, Lessees.

Jennie Fer

Barn.

1 S. Fr.

$W\frac{1}{2}$ $W\frac{1}{2}$ $NW\frac{1}{4}$

610

618+21

620



Kansas City, Missouri

Date: JAN 16, 1935

File No: KS, DEED RECORDS

Deed No: X-4497.11

X-4497R

X-4497S-1

Engineering Department
KCS Building

Herewith, for further handling by you, posting and eventual transmittal to

T. A. GILTNER

, for preservation, is instrument as follows, which

has been placed in the Deed Records under Number X-4497.11:

Form Conveyance: KAUSE Date Instrument: MAY 9, 1923

NORTH OF

State: KANSAS County: CHEROKEE Station: BAXTER SPRINGS
(or-Parish)

Grantor: THE KANSAS CITY SOUTHERN RAILWAY CO. Abstract: _____

Grantee: GLENN E. BICKHAM AND Date Recorded: _____
LEAH M. BICKHAM

Consideration: \$10 AND OTHER CONSIDERATION. Book: _____ Page: _____

Remarks: CERTIFIED COPY OF RESOLUTION RATIFYING THIS CONVEYANCE AND
EXECUTED RELEASE DEED ARE ATTACHED TO THIS DEED HAVE MADE
A PART THEREOF.

Brief Description and Explanation: GILTNER BEING KCS R/W IN NW 1/4 OF
SEC. 36-34S-R24 E 2Y N. OF WILLOW CREEK. LOCATED IN CHEROKEE COUNTY,
KS. (NORTH OF BAXTER SPRINGS)

This Instrument was furnished us with letter dated MAY 9, 1923

from R. L. HALEY, his File: 7-159-311-2



Joe L. Anderson

Encl.

Copy to:

Mr. D. T. McMahon - Building
Mr. T. A. Giltner - Building (Attention of Charlotte Conn)
Mr. W. R. McDonald - Shreveport
Mr. T. L. Barker - Shreveport

Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 9th day of May A. D., 1983, between

-THE KANSAS CITY SOUTHERN RAILWAY COMPANY-

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Missouri, and having its principal place of business at 114 West 11th Street, Kansas City, Missouri 64105 in the State of Missouri, of the first part, and

-GLENN I. BICKHAM and LELA H. BICKHAM, Husband and Wife, 545 W. Swan, Springfield, Missouri 65807-

of Greene County, in the State of Missouri, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable considerations ~~RECEIVED~~ to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

All that part of The Kansas City Southern Railway Company right of way in the Northwest Quarter (NW1/4) of Section 36, Township 34 South, Range 24 East, lying north of the centerline of Willow Creek, being located in Cherokee County, Kansas, containing 8.67 acres, more or less.

Subject, however, to easements, reservations and restrictions of record and those matters which would be disclosed by an accurate survey and/or inspection of the premises.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By

attest:

President.

Assistant

Secretary.

APPROVED AS TO DISCOUNT

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

County of JACKSON

BE IT REMEMBERED, That on this 9th day of May A. D. 1983 before me the undersigned, a Notary Public in and for the County and State aforesaid, came T. S. CARTER President of the THE KANSAS CITY SOUTHERN RAILWAY COMPANY a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and Sherry K. Cooper Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, at such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. THE KANSAS CITY SOUTHERN RAILWAY COMPANY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires 19

Dennis C. Woolard
Notary Public.

DENNIS C. WOOLARD
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires April 22, 1987

Quit-Claim Deed

FROM

TO

Entered in Transfer Record in my
office this 19
day of 19

County Clerk

STATE OF KANSAS, } ss.
County, }

Received for Record on the
day of 19 at o'clock
M., and duly Recorded in Book
1 of at Page

Register of Deeds.

Fee, \$



NORTH

Panel 6 X-3, 4 = X-4497
 Panel 6 X-4 = X-4497-R
 X-3 = X-4497-S

REVISIONS		EXHIBIT "A"			
THE KANSAS CITY SOUTHERN RY. CO. Proposed quit claim of 8.67 Acres to Glenn I. and Lela H. Bickham north of BAXTER SPRINGS, KANSAS					
	DRAWN BY	DATE	VAL. SEC.	SHEET NO.	
	RWM	5-2-83		OF	
	CHECKED BY	SCALE	FILE	DRAWING NO.	
		1" = 400'		982-108	

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

CERTIFIED RESOLUTION

I, SHERRY K. COOPER, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED AND QUALIFIED ASSISTANT SECRETARY OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY, A MISSOURI CORPORATION, AND THAT AS SUCH, I AM THE KEEPER OF ITS CORPORATE RECORDS AND SEAL; AND

I FURTHER CERTIFY THAT AT A MEETING OF THE BOARD OF DIRECTORS OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY HELD ON MAY 20, 1983, AT WHICH A QUORUM WAS PRESENT AND ACTING THROUGHOUT, THE FOLLOWING RESOLUTIONS WERE DULY ADOPTED AND ARE CURRENTLY IN FULL FORCE AND EFFECT:

RESOLVED, THAT THE ACTION OF T. S. CARTER, PRESIDENT OF THIS COMPANY IN EXECUTING AND DELIVERING, FOR A TOTAL CASH CONSIDERATION OF \$500.00, A QUIT-CLAIM DEED CONVEYING TO GLENN I. BICKHAM AND LELA H. BICKHAM, HUSBAND AND WIFE, CERTAIN REAL ESTATE CONSISTING OF APPROXIMATELY 8.67 ACRE, MORE OR LESS, BEING THE RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 24 EAST IN CHEROKEE COUNTY, KANSAS, BE, AND IT IS HEREBY, APPROVED, RATIFIED AND CONFIRMED; AND

RESOLVED FURTHER, THAT THE TRUSTEES UNDER THIS COMPANY'S FIRST MORTGAGE DATED AS OF OCTOBER 1, 1945, BE, AND THEY ARE HEREBY, REQUESTED TO EXECUTE AND DELIVER A PROPER INSTRUMENT RELEASING FROM THE LIEN OF SAID FIRST MORTGAGE, SAID REAL ESTATE, WHICH, IN THE JUDGMENT OF THIS BOARD OF DIRECTORS, IS NO LONGER NECESSARY OR ADVANTAGEOUS FOR THE OPERATION, MAINTENANCE OR USE OF THE LINES OF RAILROAD NOW SUBJECT TO THE LIEN OF SAID FIRST MORTGAGE OR FOR USE IN THE BUSINESS OF THE COMPANY.

SIGNED AND SEALED AT KANSAS CITY, MISSOURI, THIS 20th DAY OF May, 1983.

(CORPORATE SEAL)

Sherry K. Cooper
ASSISTANT SECRETARY

RELEASE DEED

THIS INDENTURE, made as of this 19th day of August, 1983 between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the County of Cherokee ~~Parish~~

State of Kansas, in Book 111, at page 1, and by First Supplemental Indenture

~~dated as of the first day of June 1949, recorded in the Office of~~

~~County of~~ ~~Parish~~ ~~of~~ ~~State of~~ ~~in Book~~ ~~page~~

and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the

Register of Deeds in the County of Cherokee ~~Parish~~ State of Kansas

in Book 132, at page 1 to 31, inc., for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situted in the County of Cherokee ~~Parish~~ and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

(Corporate Seal)

CHEMICAL BANK, as Trustee

ATTEST:

By


VICE PRESIDENT


Assistant Secretary


Clair Schroeder, as Trustee

(Corporate Seal)

ATTEST:

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By


Senior Vice President


Assistant Secretary

All that part of The Kansas City Southern Railway Company right of way in the Northwest Quarter (NW1/4) of Section 36, Township 34 South, Range 24 East, lying north of the centerline of Willow Creek, being located in Cherokee County, Kansas, containing 8.67 acres, more or less.

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 19th day of August, 1983, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared Robert E. Zimmerman to me personally known who being by me duly sworn, did depose and say that he resides in Leawood, Kansas, that he is Senior Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said Robert E. Zimmerman acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said Robert E. Zimmerman is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said Robert E. Zimmerman acknowledged himself to be Senior Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President; and I do further certify that the said Robert E. Zimmerman is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Senior Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said Robert E. Zimmerman is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation, and I do further certify that the said Robert E. Zimmerman acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

Dennis C. Woolard

Notary Public in and for
Jackson County, Missouri

DENNIS C. WOOLARD
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires April 22, 1987

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 19th day of August, 1983, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

Dennis C. Woolard

Notary Public in and for
Jackson County, Missouri

DENNIS C. WOOLARD
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires April 22, 1987

STATE OF NEW YORK } ss:
COUNTY OF NEW YORK }

BE IT REMEMBERED, that on the 2ND day of SEPTEMBER, 1983, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared

T. J. FOLEY, to me personally known who being by me duly sworn, did depose and say that he resides at 94 S. FOURTH STREET, WATFAGE, NEW YORK 11714, that he is VICE PRESIDENT

of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said

T. J. FOLEY, acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said T. J. FOLEY is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said T. J. FOLEY acknowledged himself to be VICE PRESIDENT of Chemical Bank, a corporation, and that he, as such

VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

VICE PRESIDENT; and I do further certify that the said T. J. FOLEY is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as VICE PRESIDENT and acknowledged to me that he executed

the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said

T. J. FOLEY is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said T. J. FOLEY acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)



VIRGINIA BARABETTI
Notary Public - State of New York
No. 41-42566T
Qualified in County of Queens
Certificate filed in New York County
Commission Expires March 30, 1985

DEED NO. X-4497.11

KANSAS QUIT-CLAIM DEED

DATED: MAY 9, 1923

FROM:

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

TO:

GLENN I. BICKHAM AND LELA H. BICKHAM.

Deed No. 4497-L
WARRANTY DEED
dated August 15, 1923

FROM:

W. A. KIRK & BELLE KIRK

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

(1)
Warranty Deed
From

W. A. Kerpelux

to

The Missouri, Okla;
& Gulf Ry Co.

#1

K. O. & G. Deed No. 2063

(10)

4497-2

W A R R A N T Y D E E D

THIS INDENTURE, Made and entered into this 15th day of August, 1923, by and between W. A. Kirk and Belle Kirk, his wife, of Jasper County, Missouri, parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the sum of Four Thousand Eight Hundred Fifty Three and 75/100 Dollars, (\$4853.75), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns all the following described real estate situated in the County of Cherokee and state of Kansas, to-wit:

A strip of land extending over through and across the $W\frac{1}{2}$ of the $NE\frac{1}{4}$, and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$, and the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$, all in Section 24, T. 34S., R 24 E., being more particularly described as follows, to-wit:-

Beginning at a point in the east line of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 24 at a distance of 155.7 ft. south from the NE corner thereof, thence in a straight line bearing South $20^{\circ} 03'$ W. a distance of 4066 ft. to a point in the South line of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 24 at a distance of 75.1 ft. West from the SE corner thereof. Said strip of land being a total width of 150 ft. across the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 24, being 50 ft. on the West and 100 ft. on the East of the above described line; Said strip of land being a total width of 100 ft. across the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 24, being 50 ft. on either side of the above described line; and said strip of land being a total width of 200 ft. across the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ and the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 24, being 100 ft. wide on either side of the above described line. Containing 13.75 acres more or less.

Also a triangular piece of ground out of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 24, T. 34 S., R 24 E. described as follows: Beginning at a point in the south line of said 40 acres at a distance of 30 ft., more or less, east from the SW corner thereof, thence bearing north $20^{\circ} 03'$ E. on the east line of the 200 ft. strip hereinabove described across said 40 acres, a distance of 785 ft., more or less, thence bearing South $1^{\circ} 04'$ W. toward a point in the south line of said 40 acres at a distance of 300 ft. east from the SW corner thereof, a distance of 475 ft. more or less, to a point in the northerly right-of-way line of the St. Louis and San Francisco Railroad, thence following on said right-of-way line curving Southwesterly to the left with a radius of 1196.28 ft. a distance of 380 ft. more or less, to the point of beginning; containing 1.41 acres more or less.

Also a triangular piece of ground out of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ and the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 24, T. 34S., R. 24 E. described as follows:- Beginning at a point in the South line of the said $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 24 at a distance of 180.4 ft. West from the SE corner thereof, thence bearing N. $20^{\circ} 03'$ E. on the westerly line of the 200 ft. strip hereinabove described, a distance of 888.2 ft., thence bearing S. $31^{\circ} 40'$ W. toward a point in the south line of said $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 24 at a distance of 500 ft. west from the SE corner thereof, a distance of 750 ft.

more or less to the north bank of Brush Creek, thence meandering down the left bank of said creek to where the same intersects the South line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24, thence 90 ft. more or less, East to the point of beginning; containing 2.2 acres more or less.

This conveyance, however, is made subject to the mining lease of O. M. Bilharz and Victor Rakowsky covering said property.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

W A Kirk

Belle Kirk

A C K N O W L E D G M E N T

State of Missouri

County of Jasper SS.

BE IT REMEMBERED, That on this 15th day of August A.D. 1923, before me the undersigned, a Notary Public, in and for the County and State aforesaid, appeared W. A. Kirk and Belle Kirk, his wife, to me known to be the persons described in and who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Norman W. Agur
Notary Public

My commission expires March 6th. 1927



Original compared with record

Warranty Deed
H. A. Kirk & wife
To
The Mo. Okla. Gulf
Railroad Co.

COPIED.....✓
DIRECT.....✓
INDIRECT.....✓
NUMERICAL.....✓

Entered for Transfer in my
office this 8th day of Oct. 1923.
E. R. Pattison

County Clerk
State of Kansas, Cherokee County, ss. 60¢

This instrument was filed for record on
the 8th day of Oct. A.D. 1923.
at 2 o'clock P.M., and duly recorded
in Book 101 Page 555. Fee \$.....

Lora Whitmore
Register of Deeds

Deputy

Deed No. 4497-Y

:

WARRANTY DEED FOR RIGHT OF WAY
dated October 26, 1912

FROM:

THOMAS FRESHNER & ETTA FRESHNER

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-Y

✓OK. J.W.S.

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 26th day of October, A. D. 1912
by and between Thomas Freshner and Etta Freshner his wife
of Cherokee County, State of Kansas, part of the
first part, and The Missouri, Oklahoma & Gulf Railroad Company,
~~the Missouri, Oklahoma & Gulf Railroad Company,~~ a corporation organized under the laws
of the State of Kansas, party of the second part.

WITNESSETH: That the said part of of the first part, for and in consideration of the sum of
Twenty five & 20/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land feet in width, extending over and across Lot 1, Block 4 of
the City of Baxter Springs
Section Township Range East, situate in Cherokee
Kansas County, State of Kansas, particularly described as follows, to-wit:

All that portion of Lot 1, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northwest corner of said lot;
running thence east along the north line thereof a distance of ~~about~~
50 feet to a point; thence southwesterly a distance of about 53 feet
to the intersection of said line with the south line of said lot at a
point about 88 feet west of the southeast corner of said lot; thence
west along said south line a distance of 32 feet to the southwest
corner of said lot; thence north along the west line of said lot a dis-
tance of 50 feet to place of beginning.

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The part of of the first part as a part of the consideration hereof does hereby waive all damages that may
result to abutting or adjoining property owned or controlled by them
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said part of of the first part have hereunto set their hand and seal
the day and year first above written.

Thomas Freshner (SEAL)
Etta Freshner (SEAL)

ACKNOWLEDGMENT.

Kansas
STATE OF Kansas,
Cherokee County } ss.

Before me G. E. Rucker a Notary Public in and for said County
and State on this 26th day of October, 1912, personally appeared
Thomas Freshner and Etta Freshner - his wife
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to
me that he executed the same as his free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 26th day of October, 1912

My Commission Expires March 18 - 1916

G. E. Rucker
Notary Public.

MO 31.

Valuation No 26

✓ \$0

4

Ly 134 - Brewster

From Station

To Station

WARRANTY DEED FOR RIGHT OF WAY

Thomas Freshner ^{FROM} and

Etta Freshner wife
1 Lt. N 1/4 16

Entered in transfer record in my
Office this 20th Nov 1912 TO W. B. Shaffer & Co.
MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

Lot 1 Block 4

Parcel #8

STATE OF KANSAS, }
Cherokee County, }

This instrument was filed for record on
the 22 day of November
A. D., 1912 at 8 o'clock P. M.
and duly recorded in Book 78 Page 336

Fee 1.00
James A. Orr
By

with Rec. 1.40

Returns to E. K. Jones

THE BOWMAN PRESS - MUSKOGEE

K. O. & G. Deed No.

1285

Kansas City, Missouri

Date: May 11, 1990

File No: Kansas Deed Records

Deed No: X-3472.1

Engineering Department
KCS Building

Herewith, for further handling by you, posting and eventual transmittal to
R. L. Brown, for preservation, is instrument as follows, which
has been placed in the Deed Records under Number X-3472.1;
Form Conveyance: Kansas Corp. Quit-Claim Deed Date Instrument: December 26, 1989
State: Kansas County: Cherokee Station: Military
(or Parish)
Grantor: The Kansas City Southern Railway Company Abstract: _____
Grantee: Marvin A. Kaehler & Lella R. Kaehler Date Recorded: _____
Consideration: \$2,000.00 Book: _____ Page: _____
Remarks: Certified Resolution is attached to the Deed and made a part thereof.

Brief Description and Explanation: A tract or parcel of land being a 100-foot strip,
being 50 feet on either side of the following described center line through the North-
west Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 12, Township 13 South,
Range 25 East, in Cherokee County, Kansas, containing 5.04 acres, more or less.

This instrument was furnished us with letter dated February 26, 1990
from D. C. Woolard, his File: 8S-152-002
9-153-311.2

M. L. Twaddle

Enc:

cc: R. L. Haley - Building
R. L. Brown - Building
E. S. Williams - Shreveport
R. F. House - Shreveport

KANSAS CORPORATION QUIT-CLAIM DEED

THIS INDENTURE, Made this 26th day of December, 1989, between THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and having its principal place of business at 114 West 11th Street, Kansas City, Missouri 64105-1804, party of the first part, and MARVIN A. KAEHLER and LELIA R. KAEHLER, Husband and Wife, to be addressed at Route 1, Box 248, Galena, Kansas 66739, party of the second part.

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS other good and valuable consideration, to it duly paid, has sold, and by these presents does REMISE, RELEASE and QUIT-CLAIM unto the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

A 100-foot strip being 50 feet on either side of the following described center line through the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 32, Township 33 South, Range 25 East, in Cherokee County, Kansas:

Beginning at a point on the north line of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 32, 476 feet east of the northwest corner of said quarter-quarter section; Thence southwesterly 563.2 feet; Thence on a curve to the left having a radius of 2864.93 feet, a distance of 325.8 feet to a point on the west line of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of said Section 32, 750.1 feet south of the northwest corner of said quarter-quarter section.

Also, all of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of said Section 32, lying north and west of the above described right of way;

Containing 5.04 acres, more or less, as shown in yellow on print dated July 6, 1988, and designated as Exhibit "A", attached hereto and made a part hereof.

Being the same property acquired by The Kansas City Southern Railway Company by Quit-Claim Deed dated May 18, 1923, and recorded in Book 101, Page 466, on June 13, 1923, and Warranty Deed dated May 18, 1923, and recorded in Book 106, Page 399, on June 13, 1923.

Subject, however, to a 65-foot road easement conveyed to the State Highway Commission of Kansas by Condemnation Suit No. 4772 dated March 26, 1968, and also subject to easements, reservations and restrictions of record and those matters which would be disclosed by an accurate survey and/or inspection of the premises.

The said party of the first part reserves all right, title and interest in and to all oil, gas and other minerals in and under the said property herein conveyed, but obligates itself not to interfere with the improvements upon said property, and in the event it attempts to reduce oil, gas or other minerals to possession, it will do so through directional drilling or some other manner which will not interfere with the surface use of said property.

The said party of the second part agrees to indemnify and hold harmless the said party of the first part, its successors and assigns, against and in respect to any and all damages, costs, response costs, claims, losses, fines, liabilities and expenses, including, without limitation, reasonable legal, accounting,

APPROVED AS TO DESCRIPTION

[Signature]

consulting, engineering and other expenses, which may be imposed upon or incurred by said party of the first part, its successors or assigns, or asserted against said party of the first part, its successors or assigns, by any other party or parties, including without limitation, a governmental entity, arising out of or in connection with any Environmental Condition whether existing prior to the closing date or after the closing date, including the exposure of any person to any such Environmental Condition, regardless of whether such Environmental Condition or exposure resulted from activities of said party of the first part, its predecessors in interests, tenants of said party of the first part, any occupants or users of said property, or any other person or entity whatsoever, or any combination of the foregoing. This indemnity shall survive closing.

For purposes of this Deed, the term "Environmental Condition" means the presence or release of any hazardous substance into the environment on, in or from said property, including without limitation said Environmental Conditions relating to said party of the first part's use of said property as a railroad right of way. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment. The term "environment" means any surface or groundwater, drinking water supply, land, surface or subsurface strata, or the ambient air. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or hazardous or toxic substance or infectious material, substance or waste or other similar term, by any federal, state or local environmental statute, regulation, ordinance or decree presently in effect, that may be promulgated in the future, and as such statutes, regulations, and ordinances be amended from time to time, including without limitation, asbestos in friable form, petroleum products, mining wastes, fly ash and agricultural chemical products. Finally, to the extent that the laws of the State of Kansas establish a meaning for "release", "environment" or "hazardous substance" which is broader than that as defined above in federal law, such broader meaning shall apply.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, The parties hereto have executed the foregoing Deed the day and year last above written, and the said party of the first part has caused this Deed to be attested by its Assistant Secretary, and has caused its seal to be hereunto affixed.

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By W. N. Deramus, IV
W. N. Deramus, IV
President

ATTEST:

Sherry K. Cooper
Sherry K. Cooper
Assistant Secretary

Marvin A. Kaehler
MARVIN A. KAEHLER

Lelia R. Kaehler
LELIA R. KAEHLER

Senior Vice President - Law
Senior Vice President - Law

STATE OF MISSOURI 1
COUNTY OF JACKSON 1

BE IT REMEMBERED, That on this 25th day of December, 1989, before me, the undersigned, a Notary Public, in and for said County and State aforesaid, came W. N. Deramus, IV, President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Sherry K. Cooper, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and and affixed my official seal, the day and year last above written.

Dennis C. Woolard

Notary Public

DENNIS C. WOOLARD
Notary Public - State of Missouri
Commission Expires April 22, 1991

STATE OF KANSAS 1
COUNTY OF CHEROKEE 1

⁹⁰BE IT REMEMBERED, That on this 16th day of January, 1990, before me, the undersigned, a Notary Public, in and for said County and State, came MARVIN A KAEHLER and LELIA R. KAEHLER, who are personally known to me to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and and affixed my official seal, the day and year last above written.



My commission expires:

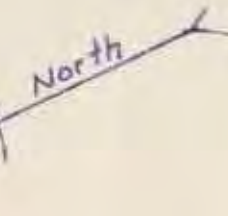
February 22, 1993

Marla K. Glasgow
Notary Public
Marla K. Glasgow

32

Estella Canfield

Sec 32
Sec 31



Minnie Lennon
Chanute Speller Co. Lessee

5.04
Act

G.M. Walker
Victor Rakowich
et al. Lessee

152-L

X-3472
X-3506 (Bought not lessee interest)

REVISIONS		EXHIBIT A			
THE KANSAS CITY SOUTHERN RY. CO. Proposed sale of 5.04 Act to Marvin and Lelia Kaehler at GALENA, KANSAS					
	DRAWN BY	DATE	VAL. SEC.	SHEET NO.	
	R.W.M.	7-6-88	KCS K-34	OF	
	CHECKED BY	SCALE	FILE	DRAWING NO.	
		1"=400'			

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

CERTIFIED RESOLUTION

I, Albert F. Mauro, do hereby certify that I am the duly elected and qualified Secretary of The Kansas City Southern Railway Company, a Missouri corporation, and that as such, I am the keeper of its corporate records and seal; and

I further certify that at a meeting of the Board of Directors of The Kansas City Southern Railway Company on November 18, 1988, at which a quorum was present and acting throughout, the following resolution was duly adopted and is currently in full force and effect:

RESOLVED, that T. S. Carter, Chairman of the Board and Chief Executive Officer, or W. N. Deramus, IV, President, of this Company, be, and each of them is hereby, authorized and empowered to execute and deliver, for a total cash consideration of \$2,000.00, a Deed conveying to Marvin A. Kaehler and Lelia R. Kaehler, Husband and Wife, approximately 5.04 acres of land situated in Cherokee County, Kansas, as described in Appendix "A" to these Minutes.

Signed and sealed at Kansas City, Missouri, this 15th day of December, 1988.


Secretary

(CORPORATE SEAL)

Appendix "A"
to Minutes of Meeting of Board of Directors
November 18, 1987

A 100-foot strip being 50 feet on either side of the following described center line through the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 32, Township 33 South, Range 25 East, in Cherokee County, Kansas:

Beginning at a point on the north line of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 32, 476 feet east of the northwest corner of said quarter-quarter section; Thence southwesterly 563.2 feet; Thence on a curve to the left having a radius of 2864.93 feet, a distance of 325.8 feet to a point on the west line of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of said Section 32, 750.1 feet south of the northwest corner of said quarter-quarter section.

Also, all of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of said Section 32, lying north and west of the above described right of way;

Containing 5.04 acres, more or less

Deed No.

X-3472.1

Deed

Kansas Corporation Quit-Claim Deed

Dated

December 26, 1989

Grantor

Kansas City Southern Railway Co.

Grantee

Marvin A. Hackler & Lelia R. Hackler

WARRANTY DEED FOR RIGHT OF WAY
dated September 19, 1912

FROM:

CLARA BLANCHARD & GEORGE BLANCHARD

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-66

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 19th day of September A. D. 1912
by and between Clara Blanchard and George Blanchard her husband
of Cherokee County, State of Kansas, parties of the
The Missouri, Oklahoma & Gulf Railroad Company,
first part, and Kansas, a corporation organized under the laws
of the State of Kansas party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of _____
Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land _____ feet in width, extending over and across Lot 13, Block 4 of
the City of Baxter Springs
County, State of Kansas, Range _____ East, situate in Cherokee
County, State of Kansas, particularly described as follows, to-wit:

All that portion of Lot 13, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about 54
feet to a point, said point lying on the westerly side of and 50 feet
distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and
parallel to said center line a distance of about 41 feet to the inter-
section of said line with the south line of said lot; thence east along
said south line a distance of about 56 feet to the southeast corner of
said lot; thence north along the east line of said lot a distance of
40 feet to place of beginning.

Also All that portion of Lot 14, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about
51 feet to a point, said point lying on the westerly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 52 feet to the intersection
of said line with the south line of said lot; thence east along said
south line a distance of about 54 feet to the southeast corner of said
lot; thence north along the east line of said lot a distance of 50
feet to place of beginning.

result to abutting or adjoining property owned or controlled by them
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals
the day and year first above written.

Witness
Arthur Miller
J. H. Nichol
Kansas

Clara Blanchard (SEAL)
George Blanchard (SEAL)
mark

ACKNOWLEDGMENT.

STATE OF Kansas,
Cherokee County } ss.

Before me G. E. Rucker a Notary Public in and for said County
and State, on this 19th day of September, 1912, personally appeared
Clara Blanchard and George Blanchard her husband
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 19th day of September, 1912

G. E. Rucker
Notary Public.

My Commission Expires

March 18-1916

No 43

L-13814 Blk 4-Brewsters

From Station..... To Station.....

WARRANTY DEED FOR RIGHT OF WAY

FROM

Clara Blanchard
Wife

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

13814-134

STATE OF KANSAS, } ss:
Cherokee County,

This instrument was filed for record on
the 21st day of Sept
A. D., 1912 at 8 o'clock A. M.
and duly recorded in Book 78 Page 310

James A. Orr Reg. of Deeds.
Frances Vittor Depy.

261 20
Entered in transfer
Recon in my office this
21st Sept 1912
W. L. Shaffer & Co
By Examiner & Sub Dep
Give List
9 Feb

with 2508

THE BOWMAN PRESS - MUSKOGEE

Parcel #10

K. O. & G. Deed No.

1288

Deed No: X-4497B

Corporation Quitclaim Deed

February 22, 1979

FROM:

The Kansas City Southern Railway Company

TO:

Edward B. Clark

Deed No: X-4497B

PASTED ON	
G. & Profile No.	
Station Plan No.	1061-1
Side Track Record	
Valuation Map No.	KCS, K-3, 5
Parcel No.	X-11, X-12
Run Date	5/19/82

KCS, K-3, 4
X-10

State: Kansas

County: Cherokee

Station:

Grantor: The Kansas City Southern Railway Company

Grantee: Edward B. Clark

Date Instrument: February 22, 1979

Date Recorded:

Form Conveyance: Corporation Quitclaim Deed

Book:

Page:

Remarks:

Abstract:

Copy of Release Deed dated June 20, 1979, releasing said 8.08 acres from KCS Mortgage of October 1, 1945, is attached to this Deed and made a part thereof.

See Deed No. X-4497.9 for complete description.

add # 646 May 1923

Dead N^o: 3472

~~44~~

40

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS

County of CHEROKEE

ss.

BE IT REMEMBERED, That on this 18th day of May A. D., 1923, before me, the undersigned, a Notary Public in and for said County and State, came Minnie Lennon and J. K. Lennon, her husband, who are personally known to me to be the same person, who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires 3/4 - 27 19

[Signature]
Notary Public

KANSAS ACKNOWLEDGMENT

STATE OF

County of

ss.

BE IT REMEMBERED, That on this day of A. D., 19 before me, the undersigned, a Notary Public in and for said County and State, came who personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires 19

APPROVED AS TO FORM

[Signature]

Attest General Solicitor

APPROVED AS TO EXECUTION

[Signature]

Attest General Solicitor

Warranty Deed

FROM

Minnie Lennon
and husband

TO

The Kansas City Southern
Railway Co.

Entered in Transfer Record in my

office this 13th day of June 1923

[Signature]

County Clerk

STATE OF KANSAS,

Cherokee County,

ss.

Received for Record on the 13th day of June 1923, at 7⁰⁰ o'clock

A. M., and duly Recorded in Book

1062 of Deeds at Page 399

[Signature]

Register of Deeds.

Fee, \$

[Signature]

NUMERICAL

INDIRECT

DIRECT

COPIED

Original compared with record

Kansas Warranty Deed

This Indenture, Made this 18th day of May A. D., One Thousand Nine Hundred Twenty Three by and between Minnie Lennon and J. K. Lennon, her husband,

of Cherokee County, in the State of Kansas, parties of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~XXX~~ ~~COUNTY, XXX XXX XXX XXX~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of One Thousand and no/100-----DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and successors Convey unto the said party of the second part, its/ ~~XXXX~~ and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T. 33 S., R. 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, 476 feet east of the northwest corner of the said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 563.2 feet; thence on a curve to the left having a radius of 2864.93' a distance of 325.8 feet to a point on the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 32, 750.1 feet south of the northwest corner said $\frac{1}{4}$ $\frac{1}{4}$ section. Also all of NW $\frac{1}{4}$ SW $\frac{1}{4}$ Said Sec. 32, lying north and West of above described right of way. Area 5.04 acres is indicated in yellow lines on attached blue print which is made a part hereof.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said part Y of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: except mining lease to the Chanute Spelter Company dated December 2, 1919, recorded February 25, 1920, in the records of Cherokee County, Kansas, in Book 1, Page 210, and that they successors will warrant and forever defend the same unto the said party of the second part, its/ ~~XXXX~~ and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Minnie Lennon
J. K. Lennon



CREEK

Minnie Lennen
~~E.B. Schermerhorn~~
Chanute Spelter Co. Lessee.

Barn.

Barn.

2 S. Fr.

1 S. Fr.

Barn.

C.M. Walker.
Victor Rakowsky
et al. Lessees.

J.O. Corey.

Carrie M. Walker.
Victor Rakowsky
et al. Lessees.

R.T. Bradford.
Victor Rakowsky
et al. Lessees.

W.T. Peters.
Chanute Spelter Co. Lessee

T. 33 S.

T. 34 S.

Myrtle

+44 ft. Public Road

K. C. Southern Ry. Co.

Deed No. 3240

This Indenture made and entered into this 25th day of June 1919, by and between T. F. Coyne and Louise Coyne, his wife, of Jasper County, Missouri, parties of the first part, and the Kansas City Southern Railway Company, a corporation of the state of Missouri, as party of the second part, WITNESSETH:

That whereas, the party of the first part has and holds a mining lease upon the real estate hereinafter described, from the owners Orah O'Neill Nichols, and R. S. Nichols, and is now mining upon said lands, and whereas said lands contain both lead and zinc ores, and whereas the party of the second part is desirous of procuring the consent of first parties, for a right of way across and over said lands as hereinafter described, upon which first parties hold said mining lease, therefore

in consideration of the sum of One Dollar Dollars, to them in hand paid by second party, the receipt of which is hereby acknowledged, do by these presents, give and grant unto the party of the second part, the right of way to construct its road over and across the following described, real-estate situate lying and being in the County of ~~Jasper~~ Cherokee, and in the state of Kansas, to wit:-

All that part of a strip of land in the south half of section 24, township, 32, south range 25, east, one hundred feet in width, being fifty (50) feet each side of a center line, described as follows: Beginning at a point on the Missouri-Kansas, state line, also being the east line of section 24, township, 32, south, Range 25, east, 2626, feet North of the south east corner of said section 24; thence in a south-westerly, direction, at an angle of $49^{\circ}45'$ to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction, on a curve to the left, tangent to the last described course having a radius of 2864.93 feet, a distance of 922.4 to a point on the west line of Orah O'Neil Nicholas, property, said point being 1126 feet, more or less north of the south line of section 24, township, 32 south, Range 25, east, said strip of land containing 4.85 acres more or less.

To have and to hold the same during the full term of said lease and any and all extensions thereof, unto the said party of the second part and unto its successors and assigns, as and for a rail road right of way, over and across said lands above described, and this conveyance is made, and the first parties retain the right to all of the ores and minerals beneath the surface of said lands, with the right to mine the same by drifts, and tunnels under said right of way, so long as mining does not interfere with the surface of said right of way and retains all of the rights given to first parties, by the laws of the state of Kansas, and the decisions of its Court of last resort, in reference to mining under the right of way of railroads in said state of Kansas.

IN WITNESS WHEREOF, the said parties of the first part have ~~this~~ hereunto set their hands the day and date first above written.

T. F. Coyne
Louise Coyne

STATE LINE

Mill

High Five

88

Pro. J

2671'

KANS.

Cayne
Lbr. Yd.

Deed #3230

Deed #3240

2626

Mill

Butte Kan

Shaff

Ghat

Orah O'Neil Nichols

S.E. 1/4 Sec. 24

East 11.38424 Ac. S.W. 1/4 Sec. 24



C = 2° 00'
A = 25° 44'

Property Line

S. L. Hurlbut
Owner

Mill Waco Mine
No. 1

3180'

Pond

Hedge

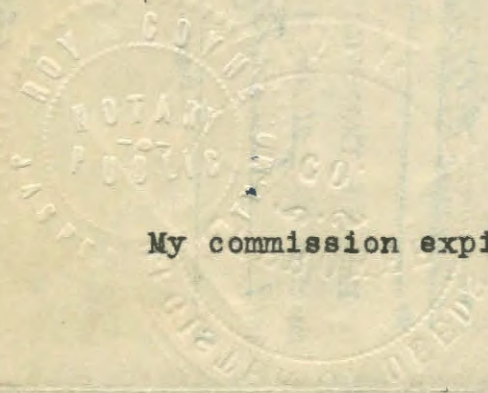


State of Missouri,
County of Jasper SS,

Be it Remembered, that on this 25th day of June 1919, before me the undersigned a ~~Notary~~ Public, in and for the County and state aforesaid, came T. F. Coyne, and Louise Coyne, who are personally known to me to be the same persons who executed the within instrument of ~~witting~~ and such persons duly acknowledged the execution of the same.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. At My office in Webb City, said county and state.

My commission expires, June 14, 1923 Notary Public,



Roy Coyne

Coyne

10 24-32 20.
Deed No. 3240

Original compared with record

DIRECT
INDIRECT
NUMERICAL

6/16/19

Handwritten signature/initials

STATE OF KANSAS
Cherokee County

This instrument was filed for record on
the 21 day of July
A. D. 1919 at 8:30
and duly recorded in book 92 page 376

Minnie B. Murray

Entered in TRANSFER RECORD in

my office this 21 day of July
1919 Anna Thacker
County Clerk

By Deputy

Mr Kio

No - 1378 July 1923

Dead 3496

Posted on

1069-3

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS
County of CHEROKEE } ss.

BE IT REMEMBERED, That on this 28th day of July A. D., 1923
before me, the undersigned, a Notary Public in and for said County and State, came B. F. PHILLIPS AND
AMELIA PHILLIPS, HIS WIFE,
who are personally known to me to be the same person 8 who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

Frank E. Shreve
Notary Public

My commission expires June 1st 1924

KANSAS ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____

BE IT REMEMBERED, That on this _____ day of _____ A. D., 19____
before me, the undersigned, a Notary Public in and for said County and State, came _____
who _____ personally known to me to be the same person _____ who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires _____ 19____

APPROVED AS TO FORM

J. H. Moore
General Solicitor

APPROVED AS TO EXECUTION

J. H. Moore
General Solicitor

Original compared with record
COPIED
DIRECT
INDIRECT
NUMERICAL
Warranty Deed

FROM
B. F. Phillips & wife

TO
Kansas City Southern
Railway Co

Entered in Transfer Record in my
office this 8th
day of August 1923

E. R. Ralston
County Clerk
STATE OF KANSAS, } ss.
Cherokee County, } 1924

Received for Record on the
day of Aug 1923, at 8 o'clock
P. M., and duly Recorded in Book
106 of Deeds, at Pages 304

J. H. Whitmore
Register of Deeds.

Fee, \$ _____



Kansas Warranty Deed

This Indenture, Made this 28th day of July A. D., One Thousand

Nine Hundred Twenty Three by and between B. F. Phillips and Amelia Phillips, his wife,

of Cherokee County, in the State of Kansas, parties of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~THE~~ ~~CORPORATE~~ ~~STATE~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of ONE THOUSAND SIX HUNDRED FIFTY AND NO/100----- DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and successors Convey unto the said part y of the second part, its / ~~and~~ and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 16, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ said Sec. 16, 344 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2832 feet to a point on the south line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ said Sec. 16, 40 feet east of the southwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section. Excepting the 100 foot right of way of the St. Louis-San Francisco Railway Company. Area 6.27 acres, and is enclosed in yellow lines on the attached blue print which is made a part hereof. Subject to mining lease dated February 27, 1917, recorded March 26, 1917, in the Records of Cherokee County, Kansas, Book G, Page 311. For railroad right of way purposes only, the grantors reserving the right to remove mineral from under said right of way at such places and in such manner as not to endanger the support of said railroad; and no shafts to be opened or borings to be made on said right of way.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their ~~fox~~ heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they ~~will~~ ^{successors} warrant and forever defend the same unto the said part y of the second part, its ~~heirs~~ and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

B. F. Phillips
Amelia Phillips



2 S. Fr.

Barr.



B. F. Phillips.
Victor Rakowsky et al Lessees.

B. F. Phillips.

J.H.E.
S.C.M.E.B.

716+00 E. Road

480

490

83°14'

499+23

103+72

498+22

500

83.5+71 Poles

505+00

1000 P.S.
1°5.2'12"
1+20 P.C.

2°01' C. 416°43'
419°07'

9+48.5 E.C.
1°5.2'12"
10+689 P.T.

Deed No. 4497-FF

:

WARRANTY DEED FOR RIGHT OF WAY
dated September 21, 1912

FROM:

GEORGE D. & HENRIETTA KELSEY

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

OK. J. W. H.

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE Made this 21st day of September A. D. 1912
by and between George D. Kelley & Henrietta Kelley his wife
of _____ County, State of Kansas, part ies of the
The Missouri, Oklahoma & Gulf Railroad Company,
first part, and Kansas a corporation organized under the laws
of the State of Kansas party of the second part.

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of Sixteen Dollars 40/100 hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land _____ feet in width, extending over and across Lot 12, Block 4 of
the City of Baxter Springs
Section _____ Township _____ Range _____ East, situate in Cherokee
County, State of Kansas, particularly described as follows, to-wit:

All that portion of Lot 12, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about
56 feet to a point, said point lying on the westerly side of and 50
feet distant from, measured at right angles to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 41 feet to the intersection
of said line with the south line of said lot; thence easterly along
the south line thereof a distance of about 59 feet to the southeast
corner of said lot; thence north along the east line of said lot a
distance of 40 feet to place of beginning.

0.053 Act

1259
170
52
64

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The part ies of the first part as a part of the consideration hereof does hereby waive _____ all damages that may
result to abutting or adjoining property owned or controlled by them
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said part ies of the first part ha ies hereunto set their hands and seal
the day and year first above written.

George D. Kelley (SEAL)
Henrietta Kelley (SEAL)

ACKNOWLEDGMENT.

STATE OF Kansas
Cherokee County } ss.

Before me G. E. Reicher a Notary Public in and for said County
and State, on this 21st day of September, 1912 personally appeared
George D. Kelley and Henrietta Kelley his wife
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 21st day of September, 1912
G. E. Reicher
Notary Public.

My Commission Expires March 15-1916

MD 42

L 12, Bldg & Brewsters

From Station..... To Station.....

WARRANTY DEED FOR RIGHT OF WAY

FROM

Geo. D. Kelsey and
Hannacia Kelsey
TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

2 Lts 10 c

*Entered in transfer record
in my office this 18th day
Oct-1912 J. H. Steffenack
County Clerk*

STATE OF KANSAS } ss:
Cherokee County,

This instrument was filed for record on
the 14 day of Oct
A. D., 1912 at 2 o'clock P.M.
and duly recorded in Book 78 Page 323
Fee 1.00
James Allen Reg. of Deeds.
By..... Depy.

Parcel #11

1289

THE BOWMAN PRESS - MUSKOGEE

*Return to B.R. Jones
with Box 10 Muskogee
Okla.*

POSTED

ON Drwg #1069-3
(No. 1st. Made)
BY ~~H. E. D.~~ C.E.H.
DATE 5-14-24

Deed No 3571

Posted on
Drwg 1069-3
to C.E.H.
5-14-24

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS.

In the matter of the application of
the Kansas City Southern Railway
Company for an order granting them the
right and privilege to construct,
operate and maintain a spur track in
connection with a line of steam railway
on, over and across certain public roads,
highways, streets and alleys in Cherokee
County, Kansas.

APPLICATION.

Come now the Kansas City Southern Railway Company, a Missouri corporation, and states to the Honorable Board of County Commissioners of Cherokee County, Kansas, that it is a railway corporation now operating a line of steam railroad from the City of Kansas City in the State of Missouri through the states of Missouri, Kansas, Oklahoma, Arkansas and Louisiana, and that said railway Company desires to construct, operate and maintain a certain spur track to connect with its line of steam railroad running into and through the County of Cherokee and State of Kansas, as more particularly shown by the map and profile hereunto attached marked Exhibit "A", which said map and profile are hereby referred to and made a part hereof, said map and profile showing the extension of said spur track crossing certain public roads, highways, streets and alleys in Cherokee County, Kansas, to-wit:

The section road running north and south between Sections Fifteen (15) and Sixteen (16), in Township Thirty-three (33), south, Range Twenty-five (25) east, and Fifth (5th) Street in Pershing, Kansas, Town site, and Fourth (4th) Street in Pershing, Kansas, Town site, and the alley running east and west between Fourth (4th) Street in said Pershing, Kansas, Town site, and the section road running east and west between Section Fifteen (15) and Section Twenty-two (22), Township Thirty-three (33), south, Range Twenty-five (25), east; and the section road running east and west between Section Fifteen (15) and Section Twenty-two (22), Township Thirty-three (33) south, Range Twenty-five (25) east.

Said Company further represents that construction of said spur track or extension of said railway is necessary for the proper and convenient operation of its Railroad in Cherokee County, Kansas, as aforesaid, and that it will be of general usefulness and utility to

the inhabitants and residents along the line of its railway in Cherokee County, Kansas;

WHEREFORE, the Kansas City Southern Railway Company respectfully asks this Honorable Board of County Commissioners to grant them the right and privilege of constructing this proposed spur track or extension of its railway in Cherokee County, Kansas, and to construct grade, lay ties, rails, sidings and to do all such things as will be necessary and convenient in the construction, operation and maintenance of said spur track or extension of its said railway on, over and across all of said public roads, highways, streets and alleys as shown by said Exhibit "A" hereunto attached, and enter upon the minutes of this Honorable Board a formal order conferring this right and privilege.

THE KANSAS CITY SOUTHERN RAILWAY CO.

BY Don H. Ellerman
Its Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS.

In the matter of the application of
the Kansas City Southern Railway
Company for an order granting them the
right and privilege to construct,
operate and maintain a spur track in
connection with a line of steam railway
on, over and across certain public roads,
highways, streets and alleys in Cherokee
County, Kansas.

ORDER.

Whereas, the Kansas City Southern Railway Company, a Missouri corporation, is now operating a line of steam railway from the City of Kansas City in the State of Missouri through the States of Missouri, Kansas, Oklahoma, Arkansas and Louisiana; and whereas, said Company proposes to build a spur track or extension of its said railway in Cherokee County, Kansas, as more particularly shown by the map and profile attached to the application of said Company for a franchise and filed on the 9th day of January, 1924, which said map and profile is marked Exhibit "A"; and whereas, it is necessary for the proper and convenient operation of said railway and to the benefit of the inhabitants of Cherokee County, Kansas, along said railway; and whereas, it is the desire of the said Kansas City Southern Railway Company to construct said spur track or extension in connection with its aforesaid railway in Cherokee County, Kansas, in conformity with the map and profile aforesaid marked Exhibit "A" as aforesaid; and whereas, it appears that it will be of general utility to the inhabitants and residents of said property along the line of said railway and that it is necessary to cross certain public roads, highways, streets and alleys as set out in said application;

NOW, THEREFORE, it is by the Board of County Commissioners of Cherokee County, Kansas, ordered that the Kansas City Southern Railway

2.

Company, a Missouri corporation, its successors and assigns, be and they are hereby granted the right, privilege and authority to construct, operate and maintain said spur track as an extension and in connection with its present line of railway in Cherokee County, Kansas, and to construct, grade, make cuts, lay ties, rails, side tracks, erect poles for the purpose of carrying an overhead wire for telephone and telegraph purposes, erect overhead telephone wires and telegraph wires and do all things necessary and convenient in and to said construction, operation and maintenance of said railway on, over and across the following public roads, highways, streets and alleys in Cherokee County, Kansas, to-wit:

The section road running north and south between Sections Fifteen (15) and Sixteen (16), in Township Thirty-three (33), south, Range Twenty-five (25) east, and Fifth (5th) Street in Pershing, Kansas, Town site, and Fourth (4th) street in Pershing, Kansas, Town site, and the alley running east and west between Fourth (4th) Street in said Pershing, Kansas, Town site, and the section road running east and west between Section Fifteen (15) and Section Twenty-two (22), Township Thirty-three (33), south, Range Twenty-five (25), east; and the section road running east and west between Section Fifteen (15) and Section Twenty-two (22), Township Thirty-three (33) south, Range Twenty-five (25) east.

the same being more particularly and definitely set out in said map and profile aforesaid attached to said application aforesaid.

It is expressly understood, however, that the said Kansas City Southern Railway Company shall hold Cherokee County, Kansas, and all Townships through which said spur track or extension may pass harmless from all damages or claims for damages which may accrue to any person, persons, company or corporation by reason of the construction, operation and maintenance of said railway aforesaid, and that said company shall construct all crossings across roads and highways in conformity to the laws of the State of Kansas relating thereto, and that said Company shall pay all expenses incident to the granting of this franchise.

Dated at Columbus, Kansas, this 9th day of January, 1924.

Seal

BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS.

By D. C. Eakin
Chairman.

E. H. Schloeman Member.
Will Earl Member.

attest:

E. R. Pattison
County Clerk.

CERTIFICATE.

State of Kansas

Cherokee County

SS

I, E. R. Pattyson, do hereby certify that I am the duly elected, qualified and acting County Clerk of Cherokee County, Kansas, and ex-officio Clerk of the Board of County Commissioners of said County, and I do further certify that the above and foregoing is a full, true, complete and correct copy of the application of the Kansas City Southern Railway Company for franchise over certain public roads, highways, streets and alleys in Cherokee County, Kansas, filed in my office on the 9 day of January, 1924, and I do further certify that the above and foregoing order is a full, true, complete and correct copy of the order made by the Board of County Commissioners of Cherokee County, Kansas, granting said application aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Columbus, Cherokee County, Kansas, this 11th day of April, 1924.

E. R. Pattyson
County Clerk.

2 Panel Frame Bridge on Concrete

2'x3' Cur. Box

B.F. Phillips.

Deed #3506

Deed #3496

Deed #3506

J.H. Ellis et al.
S.C. Mc Bee et al. Lessees.

S.A. Stuckey.



N

INTERSTATE No. 1

Sparks Shaft

1'x2' Wood Box under Private Road 20

CHANUTE SPELTER CO.

Cherokee Co., Kansas



Deed X-3560

Quit-Claim Deed

The Kansas City Southern Ry.Co.

to

Clyde W. Ingram and Ada Ingram

Deed X-3560

AFE K-4304

QUIT-CLAIM DEED

January, 1951

THIS DEED, made this 18th day of ~~December, 1950~~, by and between THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation organized under the laws of the State of Missouri, as party of the first part, and CLYDE W. INGRAM and ADA INGRAM, his wife, as joint tenants with right of survivorship and not as tenants in common, as parties of the second party.

W I T N E S S E T H

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does by these presents remise, release and quit-claim unto the said parties of the second part, and unto their heirs and assigns, forever, all its right, title, interest, claim and demand in and to the following described tracts and parcels of land, situate, lying and being in the County of Cherokee, State of Kansas, to-wit:

A strip of land sixty (60) feet in width along the west side of Section Fifteen (15), Township Thirty-three (33) South, Range Twenty-five (25) East, being thirty (30) feet on each side of a center line of said proposed spur track of The Kansas City Southern Railway, the west side thereof being coincident with the east line of the public road running along the west side of said Section Fifteen (15), and extending from the south line of said Section Fifteen (15) northward 1810.4 feet to the beginning of an eight degree curve on said center line, thence along said curve in a northwesterly direction to the west line of said Section Fifteen (15) and including all land in Section Fifteen (15) above mentioned within thirty (30) feet of said center line along said curve, the length of said curve in Section Fifteen (15) being 277 feet, more or less, said strip of land containing 2.77 acres more or less, and the south 990 feet of said right-of-way being over and across the Townsite of Pershing, and particularly lots One hundred Twelve (112) to One hundred fourteen (114) inclusive, and Lots One Hundred Thirty-one (131) to One hundred Forty-four (144), inclusive,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the same, to the said parties of the second part, and to their heirs and assigns, to the sole and proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Attest:

By *John P. Archett*
Vice President

W. B. Brown
Assistant Secretary

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

On this 18th day of January, 1951, before me, a Notary Public, in and for said County and State, appeared *John P. Archett* Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing for and on behalf of said THE KANSAS CITY SOUTHERN RAILWAY COMPANY, and he duly acknowledged the execution of the same as and for the act of said corporation, duly authorized by its Board of Directors, and that the seal affixed thereto is the common seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

J. H. Boyce
Notary Public

My term expires: September 3, 1954.

APPROVED AS TO FORM

J. H. Brown
General Counsel

Deed No. 4497-JJ

WARRANTY DEED FOR RIGHT OF WAY
dated September 17, 1912

FROM:

FRANKIE C. & A. C. EDRINGTON

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-JJ

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 17th day of September A. D. 1912
by and between Frankie C. Edrington & A. C. Edrington her husband
of Jackson County, State of Missouri, parties of the
first part, and The MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY, a corporation organized under the laws
of the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One & no/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land _____ feet in width, extending over and across _____ of

Section _____ Township _____, Range _____ East, situate in Cherokee
County, State of Kansas, particularly described as follows, to-wit:

All of Lots thirteen (13), Fourteen (14), Fifteen (15)
Sixteen (16), Seventeen (17), and Eighteen (18), all in
Block Four (4), in Griswald and Hawkes
addition to the City of Baxter Springs, Cherokee
County Kansas.

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

They said second party assented
The parties of the first part as a part of the consideration hereof does hereby waive _____ all damages that may
result to abutting or adjoining property owned or controlled by them
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals
the day and year first above written.

Frankie C. Edrington (SEAL)
A. C. Edrington (SEAL)

ACKNOWLEDGMENT.

STATE OF Missouri
Jackson County } ss.

Before me, Elizabeth McAllen, a Notary Public in and for said County
and State, on this 17th day of September, 1912, personally appeared
Frankie C. Edrington and A. C. Edrington, her husband,
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 17th day of September, 1912

Elizabeth McAllen
Notary Public.

My Commission Expires Dec. 34th, 1913.

Valuation No 15 ¹⁴

Lots 13 to 18 Block 4 - 344

From Station

To Station

WARRANTY DEED FOR RIGHT OF WAY

FROM

Frankie L. Edmington

A. L. Edmington

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

Lots 13-14-15-16-17-18

Block 4. - 30 c

STATE OF KANSAS, } ss:
Cherokee County, }

This instrument was filed for record on
the *21st* day of *November*

A. D., 19*12* at *8* o'clock A. M.

and duly recorded in Book *78* Page *338*

Fee *150*

By *James A. Edm*

Witness my hand and seal of office this *21st* day of *November* 19*12*

Parcel # *37*

Return to E. R. Jones

THE BOWMAN PRESS - MUSKOGEE

K. O. & G. Deed No.

1291

6 lots 30 c
Entered in transfer
record in my office
this 28th day of Nov 1912
W. H. Shaffer
By Emerson Hull

DEED NO: X-4497.2

QUIT-CLAIM DEED

DATED: AUGUST 8, 1974

FROM:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

TO:

TERRY E., AND HELEN MARIE MANNING

POSTED ON

G. M. Profile No. _____

Station Plan No. 1061-1

Side Track Record _____

Valuation Map No. KCS, K-3, 6

Parcel No. X-2

RWM Date 10-1-74

such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

G.B. Niedermeyer
Notary Public

My commission expires:

May 29, 1975

APPROVED AS TO FORM

Robert E. Zimmerman
General Counsel

APPROVED AS TO DESCRIPTION

H. M. Curtis

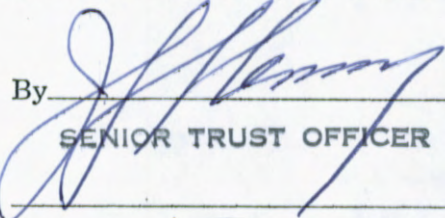
IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

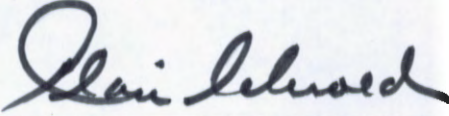
(Corporate Seal)

ATTEST:


Assistant Secretary

CHEMICAL BANK, as Trustee

By 
SENIOR TRUST OFFICER

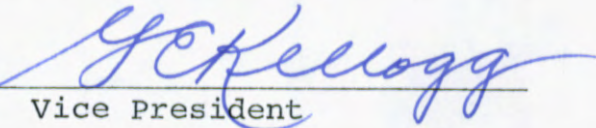

Clair Schroeder, as Trustee

(Corporate Seal)

ATTEST:


Assistant Secretary

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By 
Vice President

Geo. Hinshaw Heirs

S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$

Rachel Campbell

S.E. 1/4 of N.W. 1/4

Joseph Peter, & Arletia Peters

D.M. Newell
Ivan Petroff.

C. A. Denton

N.E. 1/4 or S.W. 1/4

Ardelia M. Peters

Notes Sta 4997+81.3 = 10A Line E&W.

Our Line is 774 - A of 10A Cor

19 "Tangent Line 74.4' W. of 10A. Cor.

" Line is 40.5 ft W. of W. Road fence.

"Tangent Line is 37.4' W. of N. Road Fence

Wagon Road is 54.6 wide on Fincester.

South

The N. Hedge on Highway Road 150 N. of RL
is 30 ft. E. of our trap line

SECTION
30
1975

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

CERTIFIED RESOLUTION

I, Geraldine D. Dollins, do hereby certify that I am the duly elected and qualified Assistant Secretary of The Kansas City Southern Railway Company, a Missouri corporation, and that as such, I am the keeper of its corporate records and seal; and

I further certify that at a meeting of the Board of Directors of The Kansas City Southern Railway Company held on August 23, 1974, at which a quorum was present and acting throughout, the resolutions attached hereto as Exhibit "A" were duly adopted and are currently in full force and effect.

Signed and sealed at Kansas City, Missouri, this 9th day of September, 1974.

Geraldine D. Dollins
Assistant Secretary

WHEREAS, this Company has sold to Terry E. Manning and Helen Marie Manning, husband and wife, for a total cash consideration of \$200.00, approximately 1.939 acres of land situated in Cherokee County, Kansas, to-wit:

A strip of land extending over, through and across the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 36, Township 34 South of Range 24 East of the Sixth Principal Meridian, Cherokee County, Kansas, lying West of, and adjacent to the Wagon Road along the East side of said land, being more particularly described as follows, to-wit:

Beginning at a point in the North line of said ten (10) acres at a distance of 1245.6 feet East from the West Quarter Section corner of said Section 36, where the right-of-way is 122 feet wide on the West, and 48 feet wide on the East of said beginning point; thence bearing South $1^{\circ} 57'$ East a distance of 589.7 feet where the right-of-way is 50 feet wide on the West, and 38.9 feet wide on the East; thence curving to the right with a radius of 1432.69 feet a distance of 90.5 feet to a point in the South line of said ten (10) acres, where the right-of-way is 50 feet wide on the West, and 40.5 feet wide on the East, containing 1 and 939/1000ths acres, more or less, all in Cherokee County, Kansas.

WHEREAS, the said real estate is of the character referred to in subparagraph (b) of the first paragraph of Section 2 of Article XII of this Company's First Mortgage dated October 1, 1945; and in order to consummate the sale, it is necessary that said real estate be released from the lien of said First Mortgage.

RESOLVED, that the sale of the above described real estate, which, in the judgment of the Board of Directors, is no longer necessary or advantageous for the operation, maintenance or use of the lines of railroad now subject to the lien of this Company's First Mortgage dated October 1, 1945, or for use in the business of the Company be, and it is hereby, approved, ratified and confirmed; and

RESOLVED FURTHER, that the action of M. F. McClain, Vice President, in executing and delivering for this Company deed conveying said real estate to Terry E. Manning and Helen Marie Manning be, and it is hereby, approved, ratified and confirmed; and

RESOLVED FURTHER, that the Trustees under this Company's First Mortgage be, and they are hereby, requested to execute and deliver proper instruments releasing said parcel of real estate from the lien of said First Mortgage.

RELEASE DEED

THIS INDENTURE, made as of this 12th day of September, 1974, between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the ~~County~~ County of Cherokee, State of Kansas, in Book 111, at page 1, ~~and by First Supplemental Indenture~~

~~dated as of the first day of June 1948, recorded in the Office of xxxxxxxxxxxxxxxxxxxxxxxx in the County xxxxxxxxxxxxxxxxxxxxxxxx, State of xxxxxxxxxxxxxxxx, in Book xxxxxxxxxxxx, at page xxxxxx~~

and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the Office of Register of Deeds in the ~~County~~ County of Cherokee, State of Kansas, in Book 132, at page 1 to 31, ~~Inc.~~, for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situated in the ~~County~~ County of Cherokee and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

IBI

A strip of land extending over, through and across the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 36, Township 34 South of Range 24 East of the Sixth Principal Meridian, Cherokee County, Kansas, lying West of, and adjacent to the Wagon Road along the East side of said land, being more particularly described as follows, to-wit:

Beginning at a point in the North line of said ten (10) acres at a distance of 1245.6 feet East from the West Quarter Section corner of said Section 36, where the right-of-way is 122 feet wide on the West, and 48 feet wide on the East of said beginning point; thence bearing South $1^{\circ} 57'$ East a distance of 589.7 feet where the right-of-way is 50 feet wide on the West, and 38.9 feet wide on the East; thence curving to the right with a radius of 1432.69 feet a distance of 90.5 feet to a point in the South line of said ten (10) acres, where the right-of-way is 50 feet wide on the West, and 40.5 feet wide on the East, containing 1 and 939/1000ths acres, more or less, all in Cherokee County, Kansas.

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 9th day of September, 1975, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared G. E. Kellogg, to me personally known who being by me duly sworn, did depose and say that he resides in Kansas City, Missouri, that he is Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said G. E. Kellogg acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said G. E. Kellogg is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said G. E. Kellogg acknowledged himself to be Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President; and I do further certify that the said G. E. Kellogg is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said G. E. Kellogg is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said G. E. Kellogg acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

May 29, 1975

G. B. Niedermeyer
Notary Public in and for
Jackson County, Missouri

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 9th day of September, 1974, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

May 29, 1975

G. B. Niedermeyer

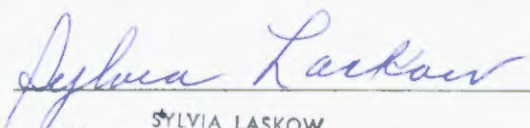
Notary Public in and for
Jackson County, Missouri

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, that on the 12th day of September, 1974, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared
J. J. Fleming to me personally known who being by me duly sworn, did depose and say that he resides at 166 82nd Street that he is **SENIOR TRUST OFFICER**
..... of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said J. J. Fleming acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said J. J. Fleming is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said J. J. Fleming acknowledged himself to be **SENIOR TRUST OFFICER** of Chemical Bank, a corporation, and that he, as such **SENIOR TRUST OFFICER** being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as **SENIOR TRUST OFFICER**; and I do further certify that the said J. J. Fleming is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as **SENIOR TRUST OFFICER** and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said J. J. Fleming is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said J. J. Fleming acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)


SYLVIA LASKOW
Notary Public, State of New York
No. 24-7436995
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

AFFIDAVIT

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

M. F. McClain, of lawful age, being first duly sworn upon his oath, states:

1. That he is Vice-President of the Kansas City Southern Railway Company, with his offices in the city of Kansas City, Missouri; and, that he knows of his own personal knowledge all of the assets of the Missouri, Oklahoma and Gulf Railroad Company were acquired a number of years ago by the Kansas, Oklahoma and Gulf Railroad Company, and that all of said assets, both real and personal property, succeeded to and became the property of the Kansas, Oklahoma and Gulf Railroad.

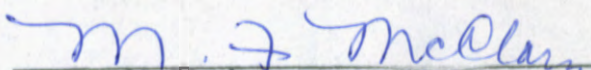
2. That he further knows and states that the Kansas City Southern Railway Company subsequently purchased and succeeded in ownership to certain of the assets located in the State of Kansas, including property described in paragraph 3, hereinbelow, from the Kansas, Oklahoma and Gulf Railroad.

3. That the Kansas City Southern Railway Company conveyed the following described real estate, to-wit:

A strip of land extending over, through and across the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 36, Township 34 South of Range 24 East of the Sixth Principal Meridian, Cherokee County, Kansas, lying West of, and adjacent to the Wagon Road along the East side of said land, being more particularly described as follows, to-wit:

Beginning at a point in the North line of said ten (10) acres at a distance of 1245.6 feet East from the West Quarter section corner of said Section 36, where the right-of-way is 122 feet wide on the West, and 48 feet wide on the East of said beginning point; thence bearing South 1° 57' East a distance of 589.7 feet where the right-of-way is 50 feet wide on the West, and 38.9 feet wide on the East; thence curving to the right with a radius of 1432.69 feet a distance of 90.5 feet to a point in the South line of said ten (10) acres, where the right-of-way is 50 feet wide on the West, and 40.5 feet wide on the East, containing 1 and 939/1000ths acres, more or less, all in Cherokee County, Kansas,

by Quitclaim Deed to Terry E. Manning and Helen Marie Manning, husband and wife, of Cherokee County, Kansas, said deed bearing date of August _____, 1974, and being recorded in the office of the Register of Deeds, Cherokee County, Kansas, in Deed Book _____ at Page _____; and, affiant further states that the Kansas City Southern Railway Company is a successor in interest to and ownership of said real estate by reason of the purchase thereof from the Kansas, Oklahoma and Gulf Railroad Company, which last mentioned railroad company having acquired said real estate from the Missouri, Oklahoma and Gulf Railroad Company, the same being named as grantee in a certain warranty deed dated July 31, 1923 and recorded in the office of the Register of Deeds of Cherokee County Kansas, in Deed Book 101 at page 517.


M. F. McClain

Page 2

Subscribed and sworn to before me this 8th day of August,
A.D. 1974.

G.B. Niedermeyer
Notary Public

My commission expires:

May 29, 1975

APPROVED AS TO FORM

Robert E. Zimmerman
General Counsel

APPROVED AS TO DESCRIPTION

D. M. Curtis

Deed No. 4497-N

WARRANTY DEED
dated July 24, 1923

FROM:

W. M. & ALICE LANGSTON

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 24th day of July, 1923.by and between W. M. Langston, and Alice Langston, his wife,

of Cherokee County, Kansas,
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of

FOUR HUNDRED EIGHTY-EIGHT & No/100 - - - - - Dollars,(\$ 488.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns for right-of-way all thefollowing described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land extending over, through and across the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 25, T. 34 S., R. 24 E. lying on the west of and adjacent to the right-of-way the St. Louis & San Francisco Railroad Co., and being more particularly described as follows, to-wit:-

All of that strip of land 125 feet wide, more or less, lying between the west line of the right-of-way of the St. Louis & San Francisco Railroad Co., and a line drawn from a point 223 ft. east of, to a point 600 ft. south of the corner stone at the N. W. corner of said S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 25, T. 34 S., R. 24 E., containing 2.44 acres more or less.

Save and excepting out of the grant hereby made all minerals under said premises hereby conveyed; provided, however, that no wells shall be drilled or shafts sunk upon such premises above described, and no drifts or mining shall be done thereon which will in any way undermine or endanger the surface support or let down the tracks that may be placed thereon.



TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and uncumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

W. M. Langston
Alice Langston

State of Kansas }
Cherokee County } SS

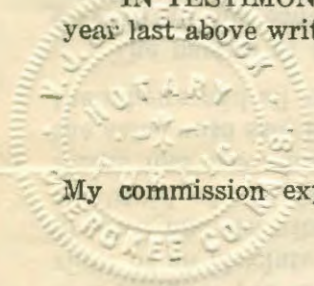
BE IT REMEMBERED, That on this 24th day of July A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

W. M. Langston, and Alice Langston,
his wife,
who are personally known to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year last above written.

V. J. Bowersock
Notary Public.

My commission expires Feb-15-1926



Original compared with record

COPIED

DIRECT

INDIRECT

Warranty Deed

NUMERICAL

From

W. M. Langston and
Alice Langston, his wife.

To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my

office this 7 day

of August A. D., 1923

Ed Pallyson
Notary Public, Cherokee County, Kansas.

State of Kansas, Cherokee County, ss

This instrument was filed for

record on the 7th day of

August A. D., 1923

at 11 o'clock A. M., and duly

recorded in Book 101, on page

504

Fee, \$ 2.00

John Whitmore

Register of Deeds.



12 R. O. A. G. Deed No. 2065

State of Kansas }
Cherokee County } SS

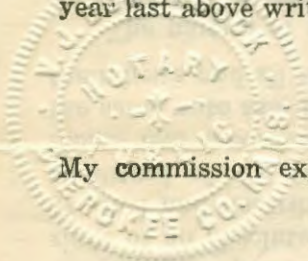
BE IT REMEMBERED, That on this 24th day of July A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

W. M. Langston, and Alice Langston,
his wife,
who are personally known to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year last above written.

V. J. Bowersock
Notary Public.

My commission expires Feb-15-1926



Original compared with record
COPIED
DIRECT
INDIRECT
Warranty Deed
NUMERICAL

From
W. M. Langston and
Alice Langston, his wife.
To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 7 day
of August A. D., 1923
CR Pallyan
Notary Public
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 7th day of
August A. D., 1923
at 11 o'clock A. M., and duly
recorded in Book 101, on page
504

Fee, \$ 2.00
John Whitworth
Register of Deeds.



#8
R-1-2
12 K. O. & G. Deed No. 2065

Deed No. 4497-00

:

QUIT CLAIM DEED FOR RIGHT OF WAY
dated December 11, 1912

FROM:

JOHN A. GREIGHTON REAL ESTATE CO.

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

Valuation No. 9^v

10 19

Tract No. 485.

Key

QUIT CLAIM DEED FOR
RIGHT OF WAY

1-35-24

Blk. 5 - Parcel #5.

FROM

Creighton Realty Company,
John M. Daugherty & Clara C.
Daugherty, his wife,

To

Missouri, Oklahoma & Gulf
Railroad Company.

STATE OF KANSAS, }
Cherokee County,

This instrument was filed for record on
the 14 day of June
A. D. 1913 at 11 o'clock P.
and duly recorded in Book 78 Page 401
By James J. Erb Reg. of Instr.
Dwy.

Perce 1st 4

Entered in TRANSFER RECORD in

my office this 18 day of June
1913 Emerson Hull
County Clerk,
By E. J. Materson

Return to E. R. Jones,
Muskogee, Okla.

K. O. & G. Deed No.

1308

QUIT CLAIM DEED FOR RIGHT OF WAY.

4497-00

THIS INDENTURE, Made this 11th day of December

A. D. 1912, by and between THE JOHN A. CREIGHTON REAL ESTATE COMPANY, a corporation, organized under the laws of the State of Nebraska, and John M. Daugherty and Clara C. Daugherty, husband and wife, of the County of Douglas, State of Nebraska, parties of the first part, and The Missouri, Oklahoma & Gulf Railroad Company, a corporation organized under the laws of the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Seventy Five and 37/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and quit claim unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to wit: a strip, belt or piece of land, extending over and across W 1/2 and SW 1/4 SW 1/4 of Section 1, Township 35 S, Range 24 East, situate in Cherokee County, State of Kansas, particularly described as follows, to-wit:

Said right of way being an irregularly shaped tract of land, more particularly described as follows: Beginning at a point on the west boundary line of the W 1/2 SW 1/4 SW 1/4, section 1, township 35 south, range 24 east, Cherokee County, Kansas; said point lying about 660 feet north of the southwest corner of said subdivision; thence north along said west boundary line a distance of about 325 feet to a point; thence east and at right angles to said west boundary line a distance of about 100 feet to a point, said point lying on the easterly side of and 200 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; thence southerly and parallel to said center line a distance of about 325 feet to a point, said point lying on the easterly side of and 200 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; thence westerly and at right angles to said center line a distance of about 75 feet to place of beginning.

All the above described right of way containing 0.67 acres of land, more or less, subject to taxes for the year 1913 and all subsequent taxes.

THE JOHN A. CREIGHTON REAL ESTATE COMPANY

Witness Reynolds Thomas

BY John C. Kelly
President.

Witness W. H. Pollard

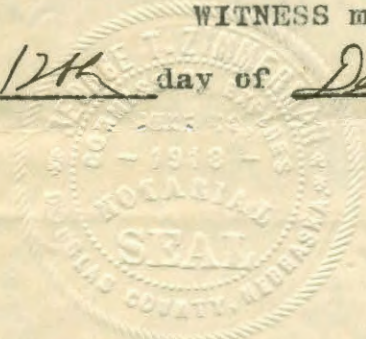
John M. Daugherty
Clara C. Daugherty

ACKNOWLEDGEMENT.
ATTACHED TO THE QUIT CLAIM DEED TO THE MISSOURI,
OKLAHOMA & GULF RAILROAD COMPANY.

STATE OF NEBRASKA)
DOUGLAS COUNTY.)SS

Before me George T. Zimmerman a Notary Public in and
for said County and State, on this 12th day of December
1917, personally appeared John C. Kelly, President of The
John A. Creighton Real Estate Company, and John M. Daugherty and
Clara C. Daugherty, to me known to be the identical persons who
executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and
deed for the uses and purposes therein set forth, and the free and
voluntary act and deed of said corporation.

WITNESS my hand and seal as such Notary Public on this
12th day of December 1917.



George T. Zimmerman
Notary Public.

My Commission Expires June 19, 1918.

KCS Deed X-4286

WHEN RECORDED, RETURN TO:

QUITCLAIM DEED

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (Grantor), hereby releases and quitclaims to CHEVRON USA INC., a Pennsylvania corporation (Grantee) all of Grantor's right, title and interest in and to that certain real property located in Cherokee County, State of Kansas (the "Property") described in and pursuant to that certain RIGHT OF WAY DEED between SPENCER CHEMICAL COMPANY, a Missouri corporation, as "Grantor", and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation as "Grantees" which instrument was made on March 12, 1951 and recorded on MAY 1, 1951 in volume BOOK 153, pages 270-272 of the official records of Cherokee County, State of Kansas. This Quitclaim Deed is given specifically to release to CHEVRON USA INC., a Pennsylvania corporation those rights granted to THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation concerning said Property pursuant to said RIGHT OF WAY DEED.

IN WITNESS WHEREOF, said Grantor has caused this Quitclaim Deed to be executed on this day of July, 1996.

GRANTOR:

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By:

A. W. Rees
A. W. Rees

Title: SR.V.P. OPERATIONS

Entered in Transfer Record in
my office this 15th

day of July A.D.

19

Maurice Soper
County Clerk

APPROVED AS TO FORM

R.P. By J. [Signature]



State of Kansas Cherokee County, ss

This instrument was filed for record on
the 15th day of July A.D. 19 97
At 2:20 o'clock P. M. and duly recorded
in Book 241 Page 173-176 of 12.00

Carolyn McKee
Register of Deeds

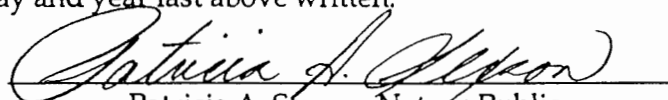
By Vickie Hess, Deputy

☒ COPIED
☒ DIRECT
☒ INDIRECT
☒ NUMERICAL

STATE OF MISSOURI |
 | §§
COUNTY OF JACKSON |

BE IT REMEMBERED, That on this 21st day of July, 1996, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came A. W. Rees, Senior Vice President - Operations of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Patricia A. Sexson, Notary Public
My commission expires October 22, 1998



The tracts including the right of way easements, more particularly described below, are located in Sections 16 and 21, T33S, R25E, Cherokee County, Kansas.

Tract No. 1

An easement on and over the surface of a strip of land for the construction, maintenance and operation thereon of a single-track railroad and such private telephone and telegraph lines as shall be necessary for the operation thereof, said strip of land being located in the southeast quarter (SE $\frac{1}{4}$) of Section 21, Township 33 South, Range 25 East, Cherokee County, Kansas, and described as follows:

A strip 60 feet in width, being 30 feet measured at right angles on each side of a center line commencing at a Point 620 feet due east of the center of Section 21, Township 33 South, Range 25 East, said point being on the north boundary line of the southeast quarter (SE $\frac{1}{4}$) of said Section 21; thence South 11°00' East a distance of 780.6 feet to a point on tangency of a curve; thence on a curve to the southwest whose radius is 2,864.93 feet a distance of 292.4 feet to Survey Station 128-0, and extending south from said Station said strip shall be 90 feet in width, being 45 feet measured at right angles on each side of said center continuing south from Station/128-0, on the same curve to the southwest a distance of 1,492.6 feet, to the point of curve; thence on tangent South 24°27' West, a distance of 168.4 feet to a point on the south boundary line of said southeast quarter (SE $\frac{1}{4}$) of Section 21, 2200.3 feet west of the southeast corner of said Section 21; said strip containing in all four and ninety-one hundredths (4.91) acres, more or less.

Tract No. 2

A right-of-way-to construct or reconstruct renew, maintain, inspect, alter, repair and remove railroad tracks and do and perform all acts and things necessary to the construction and maintenance of railroad tracks specifically including, but not limited to, the erection of telegraph poles and lines together with the cutting of such grades and the filling of low levels as will be necessary to maintain track levels over, across, and through the following two parcels of land in the South one-half (S $\frac{1}{2}$) of Section 16, Township 33 South, Range 25 East, Cherokee County, Kansas, described as follows:

Parcel (1)

A strip of land 200.0 feet wide, same being 100.0 feet on each side of center line of the railway track, the said center line being described as follows;

Beginning at a point in the south line of said Section 16, 2550.3 feet west of the southeast corner of said Section 16; thence from said point north 11°00' west 50.7 feet to a point of curve; thence continuing in a northwesterly direction on a curve to the left whose radius is 1910.08 feet, 577.8 feet to the point of tangency of the curve; thence north 28°20' west, 2011.0 feet.

Parcel (2)

Also a parcel of land described as follows:

Beginning at the point at the north the center line of Parcel (1) above described; from thence running north 61°40' east a distance of 100.0 feet; thence 90° left in a northwesterly direction a distance of 58.0 feet; thence

northeasterly on a curve to the right with a radius of 553.8 feet a distance of 228.0 feet to a point on the north line of the southwest quarter (SW $\frac{1}{4}$) of said Section 16, 231.0 feet due east from the easterly right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch; thence West along the north line of said southwest quarter (SW $\frac{1}{4}$) of said section 16, 231.0 feet to the easterly right-of-way line of said The Kansas City Southern Railway Company's Baxter Springs Branch; thence southwesterly on said easterly right-of way line of said The Kansas City Southern Railway Company's Baxter Springs Branch a distance 107.0 feet, more or less; thence southeasterly on a curve to the left having a radius of 1039.7 feet to point 100.0 feet from the point of beginning; thence on a radial line of said curve north 61°40' east 100.0 feet to the point of beginning; said parcel of land containing thirteen and seven tenths (13.7) acres, more or lose.

Deed No. 4497-D

WARRANTY DEED

dated August 31, 1923

FROM:

EDWARD NEELY, IDA NEELY, ROBERT
NEELY & MABEL NEELY

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 31st day of August, 1923
by and between Edward Neely and Ida Neely, his wife, and
Robert Neely and Mabel Neely, his wife

of Cherokee County, Kansas,
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of
Seventeen Hundred & No/100 - - - - - (\$1700.00) - - - - - Dollars,
(\$ 1700.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns for right-of-way all the

following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land 100 feet in width extending over, through and across the W $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 7, T. 34 S., R. 25 E. and being more particularly described as follows, to-wit:

Beginning at a point in the north line of the west half of the N. E. $\frac{1}{4}$ of Section 7, T. 34 S., R. 25 E. at a distance of 626.6 ft. east from the N. W. corner thereof, said beginning point being in the center of said strip of land 100 feet wide, being 50 ft. on either side of the following described line;

Thence from said beginning point, bearing S. 14° 54' W. a distance of 2261.17 ft.; thence curving to the right with a radius of 5729.65 ft., a distance of 139.83 ft. to a point in the west line of said west half of the N. E. $\frac{1}{4}$ of said Section 7, at a distance of 361.0 ft. north from the S.W. Corner thereof, containing 5 and 512/1000 acres more or less,

For railroad right-of-way purposes only, the grantors reserving the right to remove mineral from under said right-of-way at such places and in such manner as not to endanger the support of said railroad; and no shafts to be opened or borings to be made on said right-of-way.

This conveyance is made subject to the mining lease to T. J. Franks which has been assigned to the Chanute Spelter Co.,

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.



Edward Neely
Ida Neely
Robert Neely
Mabel Neely

State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 31st day of August A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Edward Neely and Ida Neely, his wife, and Robert Neely and Mabel Neely,
his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Frank E. Dresia

Notary Public.

My commission expires June 1st 1924



COPIED Original compared with record

DIRECT

INDIRECT

NUMBER Warranty Deed

From

Edward Neely et al.

To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 24th day

of Sept A. D., 1923

Ed R. Ballyson
County Clerk
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 24 day of

Sept A. D., 1923

at 4 o'clock P. M., and duly

recorded in Book 101, on page

550

Fee, \$ 1.00

Lora Whitman

Register of Deeds.

#9

(2) K. O. & G. Deed No. 2054

Deed No. 4497-VV

WARRANTY DEED FOR RIGHT OF WAY
dated October 3, 1912

FROM:

JOHN B. & NONA OPFERMAN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

A29- J D. Opperman - Owner No 3. 4497. 11

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 3rd day of September October A. D. 1912
by and between John B. Opperman John B. Opperman & Nina Opperman
of Cherokee County, State of Kansas, parties of the
first part, and the MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY, a corporation organized under the laws of
the State of Oklahoma, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
Nine hundred & 20/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of
land 100 feet in width, extending over and across N $\frac{1}{2}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ of
Section 11, Township, 35 S Range, 24 East, situate in Cherokee County,
State of Kansas, particularly described as follows, to-wit:

Said right of way being a strip of land one hundred feet in width,
i.e. fifty feet on each side of and immediately adjacent and parallel
to the center line of the Missouri, Oklahoma & Gulf Railroad. Said
center line entering the N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 11, on its south line at a
point about 1790 feet west of the southeast corner thereof; running
thence northeasterly on a straight and curved line to the north line
of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, of said section, at a point about 340 feet west of the
northeast corner of said subdivision.

All the above described right of way containing 6.9 acres of land,
more or less.

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The parties of the first part as a part of the consideration hereof does hereby waive all damages that may re-
sult to abutting or adjoining property owned or controlled by them
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals
the day and year first above written.

John B Opperman (SEAL)
Nina Opperman (SEAL)
ACKNOWLEDGMENT.

Kansas
STATE OF Cherokee County

Before me G. E. Rieck a Notary Public in and for said County
on this 3rd day of September 1912

John B. Opperman and Nina Opperman his wife
do hereby acknowledge to be the identical persons who executed the within and foregoing instrument, and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes

WITNESSETH and seal as such Notary Public on this 3 day of September October 1912
G. E. Rieck

My Commission Expires March 18-1916 Notary Public.

429 *W*

From Station.....To Station.....

Millers No 3
WARRANTY DEED
FOR RIGHT OF WAY
 FROM

J. B. Uphorman

Iona Uphorman

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*Entered for transfer record
 in my office this 18th day Oct
 1912
 H. N. Steffen Clerk
 R. B. Emerson Deputy*

*Left at Bartlesville
 Cherry mill*

STATE OF KANSAS,
 Cherokee County.

This instrument was filed for record on
 the *14* day of *October*
 A. D., 19*12* at *2* o'clock
 and duly recorded in Book *11* Page *23*
 Fee *1.00*
 By *J. B. Uphorman* Reg. of Deeds
 Do.

Parcel #11

Phoenix Print. Muskogee, Okla.

*Warranty Deed
 Bartlesville
 Cherry mill*

Block 4 Parcel 11-

McReynolds, McReynolds & Flanigan

ATTORNEYS AT LAW

SAM'L McREYNOLDS
ALLEN McREYNOLDS
JOHN H. FLANIGAN

General Attorneys for { SOUTHWEST MO. RAILROAD CO.
CENTRAL NATIONAL BANK
BANK OF CARTHAGE

Carthage, Mo., January 28, 1931

Mr. O. E. Swan, General Attorney,
Midland Valley Railroad Company,
Muskogee, Oklahoma.

My dear Sir:

Replying to yours of the 19th, I beg
to advise that the deed covering the right of way
in Cherokee County, Kansas, about which you inquire
was recorded December 26, 1930, at 1:15 P. M., and
appears in Book 121, at page 237.

Very truly yours,

Allen McReynolds

AM:EH



Recd # 223,

Muskogee, Oklahoma, January 17, 1931

Mr. Kaighn:

There is attached hereto letter of the 15th instant from Allen McReynolds of Carthage, Missouri, together with form of quit claim deed covering certain right of way in Cherokee County, Kansas, deeded to the Southwest Missouri Railroad Company.

There is also attached Mr. McReynolds' letter of December 23, 1930, with reference to the recording of this deed.

O. E. Swan

1-1

*W.O. Swanwick
for papers
filing ok 1/20*



McReynolds, McReynolds & Flanigan
ATTORNEYS AT LAW

SAM'L McREYNOLDS
ALLEN McREYNOLDS
JOHN H. FLANIGAN

General Attorneys for { SOUTHWEST MO. RAILROAD CO.
CENTRAL NATIONAL BANK
BANK OF CARTHAGE

Carthage, Mo., January 15, 1931



Mr. O. E. Swan,
c/o Midland Valley,
Muskogee, Oklahoma.

My dear Sir:

Pursuant to your request, I am enclosing
herewith copy of Quit Claim deed from myself and wife
to the Southwest Missouri Railroad Company, covering
the tract of land in Cherokee County, Kansas, used as
a railroad connection.

Yours very truly,

A handwritten signature in blue ink, reading "Allen McReynolds". The signature is written in a cursive style with a large loop at the end.

AM:EH
Encl.

McReynolds, McReynolds & Flanigan
ATTORNEYS AT LAW

SAM'L McREYNOLDS
ALLEN McREYNOLDS
JOHN H. FLANIGAN

General Attorneys for

SOUTHWEST MO. RAILROAD CO.
CENTRAL NATIONAL BANK
BANK OF CARTHAGE

Carthage, Mo., December 23, 1930

Mr. O. E. Swan,
c/o Midland Valley,
Muskogee, Oklahoma.

My dear Sir:

I owe you an apology for not having advised you more promptly about the right of way deed at Baxter Springs, Kansas, of the Southwest Missouri Railroad Co.

I have not written before because no deed had been recorded. I had Mr. Ray Hill, of the Southwest Missouri Railroad Co., send me the Opperman deed, which was made to the writer, and I have prepared a deed from myself and wife to the Southwest Missouri Railroad Co. This deed has been acknowledged, and both it and the Opperman deed sent to Mr. Hill for recording. They will probably reach Columbus and be recorded on either the 26th or the 27th of this month.

Very truly yours,

Allen McReynolds

AM:EH



*Mr. Swan
has understood
and will record
and when recorded
OK 12/29*

Recorded in
Cherokee County
KANSAS.

Book 121 Page 237

Dec 26, 1930 at 1:15 PM.

QUIT CLAIM DEED

Acct # 2237

THIS INDENTURE, Made on this 22nd day of December, 1930, by and between Allen McReynolds and Maude C. McReynolds, his wife, of Carthage, Jasper County, Missouri, party of the first part and the Southwest Missouri Railroad Company, a corporation of the State of Missouri, party of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Dollar and other valuable considerations, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, remise, relinquish and forever quit claim unto the said party of the second part, its successors and assigns, for railroad purposes, the following described real estate lying, being and situated in the County of Cherokee and State of Kansas, to wit:

An irregular piece of land lying in the southwest quarter of the southeast quarter of the northeast quarter of Section eleven (11) Township Thirty-five (35) South, of Range twenty-four (24) east, Cherokee County, State of Kansas, more particularly described as follows, to wit:

Beginning at the point of intersection of The Southwest Missouri Railroad Company's north right of way line, and the west line of the Southeast quarter of the Northeast quarter of section eleven (11), Township thirty-five (35), South, Range twenty-four (24) East, Cherokee County, Kansas. Said beginning point being seventy (70) feet north, measured along the said west line of the southwest corner of the above forty acre tract, thence easterly along said right of way line a distance of about three hundred feet to a point, said point being the intersection of said right of way line with west right of way line of the Missouri, Oklahoma & Gulf Railroad Company. Thence northeasterly along the Missouri, Oklahoma & Gulf Railroad Company's west right of way line a distance of two hundred eighty-one feet to a point, said point being thirty feet from, measured at right angle to the center line of the connection track. Thence curving southwesterly parallel to said connection track, which is on a seven degree thirty minute curve right, a distance of about five hundred (520) feet to a point, said point being in the west line of said subdivision. Thence, southerly along said west line a distance of nineteen feet to the point of beginning. Said tract containing 66/100 acres more or less.

TO HAVE AND TO HOLD the same, with all rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part, its successors and assigns, for the purpose of establishing a railroad connection in said land as provided, forever. Whenever said

tract or parcel of land shall no longer be used for the purpose herein mentioned the same shall revert to the said parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

(Signed) Allen McReynolds (SEAL)

(Signed) Maude C. McReynolds (SEAL)

State of Missouri)
County of Jasper) ss

On this 22nd day of December, A. D. 1930, before me, a Notary Public, in and for said county and state, personally appeared Allen McReynolds and Maude C. McReynolds, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Carthage, Missouri, the day and year first above written.

My term expires September 13, 1931.

(Signed) Edith Harker.

Notary Public

Ind No 646 May 1923.

Deed No: 3472

J. C. R.
The Schermerhorn
Inv. Co.,
To
The Kas City Southern
Railway Co

Original compared with record

COPIED.....✓
DIRECT.....✓
INDIRECT.....✓
NUMERICAL.....✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record on
the 13 day of June A.D. 1923.
at 7 o'clock P. M., and duly recorded
in Book 192 Page 466 Fee \$.....

Lora Wetmore
Register of Deeds

Deputy

Entered on Transfer record
in my office this 13th day
June 1923

E. R. Pattison
County Clerk
By J. C. Patterson
Deputy
104

QUIT CLAIM DEED.

THIS INDENTURE, Made on the 18th day of May, A. D. One Thousand Nine Hundred and Twenty Three, by and between The Schermerhorn Investment Company, a corporation of Galena, Cherokee County, in the State of Kansas, party of the first part, and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri, party of the second part:

WITNESSETH, THAT SAID PARTY OF THE FIRST PART, In consideration of the sum of ONE AND NO/100 DOLLARS, to it paid by said party of the second part (the receipt of which is hereby acknowledged), does by these presents, Remise, Release and forever Quit-Claim unto the said party of the second part the following described lots, tracts or parcels of land, lying, being and situate in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T 33 S., R. 25 E., Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, 476 feet east of the northwest corner of the said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 563.2 feet; thence on a curve to the left having a radius of 2864.93' a distance of 325.8 feet to a point on the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 32, 750.1 feet south of the northwest corner said $\frac{1}{4}$ $\frac{1}{4}$ section. Also all of NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 32, lying north and west of above described right of way. Area 5.04 acres is enclosed in yellow lines on attached blue print which is made a part hereof.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto said party of the second part and unto its successors and assigns forever; so that neither the said party of the first part nor its successors, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF The Schermerhorn Investment Company has caused these presents to be executed by its President and its

corporate seal to be hereto affixed and attested by its Secretary,
this 18th day of May, A. D. 1923.

THE SCHERMERHORN INVESTMENT COMPANY,

By J. K. Lennon
President.

ATTEST:

John McCullagh
Secretary.

STATE OF KANSAS }
COUNTY OF CHEROKEE } SS.

BE IT REMEMBERED that on this 18th day of May,
A. D. 1923, before me the undersigned, a Notary Public in and for
said County and State, came J. K. Lennon, President, and John
McCullagh, Secretary, of The Schermerhorn Investment Company, who
are personally known to me to be the same persons whose names are
subscribed to the foregoing deed as such President and Secretary
and acknowledged that they signed, sealed and delivered the said
instrument of writing as their free and voluntary act and as the
free and voluntary act of said The Schermerhorn Investment Company,
for the uses and purposes therein set forth, and caused the corporate
seal of said company to be thereto affixed pursuant to authority of
the Board of Directors.

IN WITNESS WHEREOF I have hereunto subscribed my name and
affixed my official seal the day and year last above written.

John McCullagh
Notary Public within and for
said County and State.

My Commission expires Jan. 25, 1926.

APPROVED AS TO FORM

A. H. Moor
Asst. General Solicitor

APPROVED AS TO EXECUTION

A. H. Moor
Asst. General Solicitor

NUMERICAL
INDIRECT
DIRECT
COPIED

State of Kansas
This instrument has been recorded in
Book of Records and is
correctly indexed in
the index of the
State of Kansas
Official Records
Department
Kansas City, Mo.
1923



CREEK

Minnie Lennon
E.B. Schermerhorn
Chanute Speller Co. Lessee.

Barn.
Barn.
2 S. Fr.

2°00' C. 115°36'
118°00'

15. Fr.
Barn.

34.5' & Road to Prop. Track

C.M. Walker.
Victor Rakowsky
et al. Lessees.

J.O. Corey.

Carrie M. Walker.
Victor Rakowsky
et al. Lessees.

R.T. Bradford.
Victor Rakowsky
et al. Lessees.

W.T. Peters.
Chanute Speller Co. Lessee.

T. 33 S.

T. 34 S.

Public Road

Deed No. 4497-C

:

WARRANTY DEED
dated August 8, 1923

FROM:

JAMES G. & SUSAN G. LIVINGSTON

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 8th day of August, 1923.
by and between James G. Livingston and Susan G. Livingston, his wife.

of Cherokee County, Kansas,
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of
Sixteen Hundred Eighty Seven and 50/100 - - - - - Dollars,
(\$ 1687.50), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~for right-of-way~~ all the following described real estate situated in the County of Cherokee and state of Kansas to-wit:

100 feet in width
A strip of land/ extending over, through and across the
S. E. $\frac{1}{4}$ of Section 6, T. 34 S., R. 25 E. and being more particularly described as follows, to-wit:

Beginning at a point in the south line of the S. E. $\frac{1}{4}$ of section 6, T. 34 S., R. 25 E., at a distance of 626.6 ft. east from the S. W. corner thereof, said beginning point being in the center line of said right-of-way 100 ft. wide, being 50 ft. on either side of the following described line.

Thence from said beginning point bearing N. $14^{\circ}54'$ E. a distance of 2748.5 ft. to a point in the north line of said S. E. $\frac{1}{4}$, at a distance of 1278.8 ft. west from the N. E. corner thereof, containing, in all, 6 and 299/1000 acres more or less. (Same being 3 and 139/1000 acres out of the S. W. $\frac{1}{4}$ of said S. E. $\frac{1}{4}$, and 2 and 86/100 acres out of the N. W. $\frac{1}{4}$ of said S. E. $\frac{1}{4}$, and 3/10 of an acre out of the N. W. corner of the W. 12 acres of the N. 22 acres of the N. E. $\frac{1}{4}$ of said S. E. $\frac{1}{4}$.)

This conveyance is made subject to the mining lease of Chanute Spelter Co.

3.139
2.86
.3
- 6.299

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

James G. Livingston
Susan G. Livingston

State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 8th day of Aug. A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

James G. Livingston and Susan G. Livingston,
his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year last above written.

[Signature]
Notary Public.

My commission expires Feb 13-1926

Original compared with record

COPIED

DIRECT

INDIRECT Warranty Deed

NUMERICAL

From

James G. Livingston
and Wife

To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 24 day
of Sept A. D., 1924

[Signature]
State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 24 day of
Sept A. D., 1923
at 4 o'clock P M., and duly
recorded in Book 101, on page
548

Fee, \$

[Signature]

Register of Deeds.

10

K. O. & G. Deed No. 2053

Jeannie Moore
Kansas City Southern
427 W 12th St
Kansas City, MO 64105

As requested, I'm sending a copy of the executed quit claim deed which transfers ownership of railroad right of way property in Cherokee County, state of Kansas from Kansas City Southern to my siblings and myself, as heirs of Doris Jean Butterworth, Riverton, Kansas.

My siblings and I (and our real estate professional) believe that not having ownership of the right of way property was a contributing factor to the property not selling at auction on November 5, 2016. Sale of our property will, we hope, be easier now that we own the property on either side of the abandoned bed and the farm will be one parcel.

If there is anything else you need from us, please contact me at:

Cathy Mock
1501 Jefferson Ave
Joplin, MO 64801
417-850-3089

Sincerely,

Cathy Mock

Entered in Transfer Record in
my office this 20th
day of December A.D.
20

Kathleen Schumaker
County Clerk



COPY

State of Kansas Cherokee Co Register of Deeds
Barbara Bilke
Book: 511 Page: 725-731
Receipt #: 31856 Total Fees: \$81.00
Pages Recorded: 7
Cashier Initials: KLJ
Date Recorded: 12/29/2016 2:57:51 PM

Prepared by:
Kansas City Southern Railway Co.
Real Estate Dept.
Post Office Box 219335
Kansas City, MO 64121-9335
(816) 983-1224

Return to:
Kansas City Southern Railway Co.
Real Estate Dept.
Post Office Box 219335
Kansas City, MO 64121-9335
(816) 983-1224

**STATE OF KANSAS
COUNTY OF CHEROKEE**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor,

The Kansas City Southern Railway Company
a Missouri corporation
P. O. Box 219335
Kansas City, MO 64121-9335
(816) 983-1224

does by these presents CONVEY, QUITCLAIM AND RELEASE unto the undersigned Grantee,

Cathy Lynn Mock, Mark Butterworth, Carol Graham, Celia Ann Hefner
1501 Jefferson Ave
Joplin, MO 64801
(417) 850-3089

all of Grantor's right, title, interest, estate and every claim and demand, if any, both in law and in equity, in and to that certain real property lying and being situated in the City of Riverton, Cherokee County, Kansas, together with all and singular the hereditaments, and improvements thereon, and appurtenances thereto belonging, said real property being legally described as follows, to-wit:

That portion of Grantor's right of way being 150 feet in width in the North Half of the NE Quarter of Section 24 T34S R24E and that

portion of Grantor's right of way being 100' in width in the SW Quarter of the NE Quarter of Section 24 T34S R24E (the "Property").

PROVIDED HOWEVER, THAT the interest of Grantor in the Property, if any, is conveyed subject to any and all encroachments, easements, rights of way, servitudes, reservations, covenants, restrictions, severances, royalty interests, licenses, agreements, and right of others, whether of record or not, zoning ordinances and laws, taxes and assessments and liens securing the same, and those facts and matters that would be disclosed by an accurate survey and inspection of the Property by a prudent purchaser.

Grantor reserves from this conveyance all right title and interest in and to all oil, gas and minerals in and under the Property, provided, however, in the event Grantor attempts to reduce oil, gas or other minerals to possession, it will do so through directional drilling or some other manner that will not interfere with the surface use of the Property.

GRANTEE AGREES TO INDEMNIFY, AND HOLD HARMLESS GRANTOR, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS AND ASSIGNS (EACH, A "GRANTOR PARTY"), FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, RESPONSE COSTS, CLAIMS, LOSSES, FINES, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL, ACCOUNTING, CONSULTING, ENGINEERING AND OTHER EXPENSES, WHICH MAY BE IMPOSED UPON OR INCURRED BY GRANTOR (OR ANY GRANTOR PARTY), OR ASSERTED AGAINST GRANTOR (OR ANY GRANTOR PARTY), BY ANY OTHER PARTY OR PARTIES, (INCLUDING, WITHOUT LIMITATION, A GOVERNMENTAL ENTITY OR ANY PERSON EXPOSED TO AN ENVIRONMENTAL CONDITION), ARISING OUT OF OR IN CONNECTION WITH ANY ENVIRONMENTAL CONDITION (AS HEREINAFTER DEFINED), WHETHER EXISTING PRIOR TO OR AFTER THE DATE OF THIS CONVEYANCE, REGARDLESS OF WHETHER SUCH ENVIRONMENTAL CONDITION OR EXPOSURE RESULTED FROM ACTIVITIES OF GRANTOR, ITS PREDECESSORS IN INTEREST, TENANTS OF GRANTOR, ANY OTHER GRANTOR PARTY, ANY OCCUPANTS OR USERS OF THE PROPERTY, OR ANY OTHER PERSON OR ENTITY WHATSOEVER, OR ANY COMBINATION OF THE FOREGOING. GRANTEE EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR AND EACH OTHER GRANTOR PARTY AGAINST GRANTEE'S OR SUCH OTHER PARTY'S OWN

NEGLIGENCE. THIS DUTY TO INDEMNIFY AND HOLD HARMLESS WILL SURVIVE THE CLOSING AND REPRESENTS A MATERIAL CONSIDERATION FOR THIS CONVEYANCE.

For purposes of this Deed, the term "Environmental Condition" means the presence or release of any hazardous substance into the environment on, in or from the Property, including without limitation, Environmental Conditions relating to use of the Property by Grantor as railroad track right-of-way.

The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment. The term "environment" means any surface or groundwater, drinking water supply, land, surface or subsurface strata, or the ambient air. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or hazardous or toxic substance or infectious material, substance or waste or other similar term, by any federal (including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980 ["CERCLA"], as amended by the Superfund Amendment and Reauthorization Act of 1986 ["SARA"], codified at 42 U.S.C. § 9601, et seq.), state or local environmental statute, regulation, ordinance or decree presently in effect, that may be promulgated in the future, and as such statutes, regulations, and ordinances be amended from time to time, including without limitation, asbestos, petroleum products, mining wastes, fly ash and agricultural chemical products. Finally, to the extent that the laws of the State of Kansas establish a meaning for the terms "release", "environment" or "hazardous substance" which is broader than that defined above in federal law, such broader meaning applies as well.

Grantee hereby acknowledges that except as expressly set forth herein, neither Grantor nor any party on its behalf has made, or does it hereby make, any representations as to the past, present or future condition, income, expenses, ownership, suitability for any particular purpose, operation, use or other matter or thing affecting or relating to the Property.


TO HAVE AND TO HOLD all of Grantor's right, title and interest, if any, in and to the Property with all the rights, immunities, privileges, and appurtenances thereto belonging, unto Grantee, its successors and assigns forever; so that neither Grantor nor its successors or assigns nor any other person or persons for Grantor, or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid property or any part thereof, but they and each of

them shall, by these presents, be excluded and forever barred. **THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESSED OR IMPLIED.**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below indicated.

Grantor:

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By: 
Elizabeth Steel - Real Estate
Date: December 19, 2016

Grantee:

CATHY LYNN MOCK

By Cathy Lynn Mock
(Name printed) Cathy Lynn Mock
(Title) _____
(Date) 11/28/16

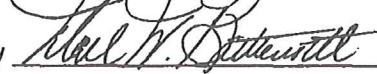
Grantee:

CELIA ANN HEFNER

By Celia Ann Hefner
(Name printed) Celia Ann Hefner
(Title) _____
(Date) 11/30/2016


Grantee:

MARK BUTTERWORTH

By 
(Name printed) Mark W. Butterworth
(Title) _____
(Date) 12/16/18

Grantee:

CAROL GRAHAM

By 
(Name printed) Carol Graham
(Title) _____
(Date) 11/18/2016

STATE OF MISSOURI }
 }
 COUNTY OF JACKSON }

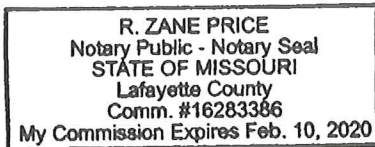
§§

On this 20th day of December, 2016, before me, the undersigned authority within and for said County and State, appeared Elizabeth Steel, to me known, who being by me duly sworn, did say that She is the President – Real Estate and Industrial Development of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation, and that the above and foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Elizabeth Steel acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

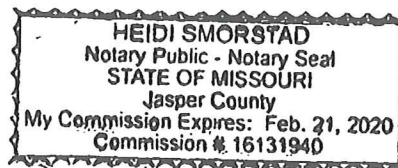


Notary Public

My Commission Expires 2/10/2020

STATE OF Missouri }
 }
 COUNTY OF Jasper }

§§



On this 28th day of November, 2016, before me, the undersigned authority within and for said County and State, appeared Cathy Lynn Mock, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, MO the day and year last above written.



Heidi Smorstad, Notary Public
 (Name printed)

My Commission expires Feb. 21, 2020

STATE OF Missouri }
COUNTY OF Jasper }

§§

On this 30TH day of November, 2016, before me, the undersigned authority within and for said County and State, appeared Celia Ann Hefner, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, MO, the day and year last above written.

Ashley Kahl
Ashley Kahl, Notary Public
(Name printed)

My Commission expires 12/15/18

ASHLEY KAHL
Notary Public - Notary Seal
State of Missouri, Jasper County
My Commission Expires Dec. 15, 2018
Commission # 14122685

Deed No. 4497-0

WARRANTY DEED
dated August 1, 1923

FROM:

MARY F. BUILDS & E. H. JAMESON

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 1st day of August, 1923by and between Mary F. Builds Jameson (formerly Mary F. Builds) and E. H. Jameson, her husband,of Cherokee County, Kansas parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of

Three Hundred Sixty-four and No/100 - - - - - Dollars,(\$ 364.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns for right-of-way all thefollowing described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land 100 feet in width extending over, through and across the N. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of Section 25, T. 34 S., R. 24 E. lying on the West of, and adjacent to the right-of-way of the St. Louis & San Francisco Railroad, being more particularly described as follows, to-wit:

Beginning in the South line of said 20 acres at a point 1171.8 ft. from the S. W. corner thereof, where the right-of-way is 45.3 ft. wide on the West, and 54.7 ft. wide on the East; thence bearing N. $1^{\circ} 57'$ W. a distance of 103.7 ft; thence curving to the right with a radius of 11459.2 ft. a distance of 100 ft; thence curving to the right with a radius of 5729.65 ft. a distance of 100 ft; thence curving to the right with a radius of 2864.93 ft. a distance of 100 ft; thence curving to the right with a radius of 1910.08 ft. a distance of 280.6 ft. to a point in the North line of said 20 acres at a distance of 1203 ft. East from the N. W. corner thereof, where the right-of-way is 100 ft. wide, being 50 feet on either side of the last above designated point, containing 1 and 571/1000 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Mary F Builds Jameson
E H Jameson



State of Kansas }
Cherokee County } SS

BE IT REMEMBERED, That on this 1st day of August A. D., 1923,
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Mary F. Builds Jameson (formerly Mary F. Builds), and E. H. Jameson,
her husband,

who are personally known to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year last above written.

[Signature]
Notary Public.

My commission expires Feb-15-1926

COPIED.....
DIRECT.....
INDIRECT.....
NUMERANTY Deed
Original compared with record

From

Mary F. Builds Jameson and

E.H. Jameson, her husband.

To

THE MISSOURI, OKLAHOMA &
GULF RAILROAD COMPANY

Entered in Transfer Record in my
office this 7 day
of August A. D., 1923

[Signature]
County Clerk.

State of Kansas, Cherokee County, ss

This instrument was filed for
record on the 7th day of

August A. D., 1923

at 11 o'clock A. M., and duly

recorded in Book 101, on page

503

Fee, \$

Register of Deeds.

#7
K-1-2

(13) K O & C. Deed No. 2066

DEED NO: X-3475

KANSAS CORPORATION QUIT-CLAIM DEED

DATED: SEPTEMBER 13, 1974

FROM:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

TO:

JAMES L. EVANS & JUDITH A. EVANS

POSTED ON

G. M. Profile No. _____

Station Plan No. 1061-1

Side Track Record _____

Valley Map No. KCS, K-3, 3

Rate X-7, X-9

Rwm 10-1-74

Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 13th day of September A. D., 1974, between
THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State
of Missouri, and having its principal place of business at Kansas City,

in the State of MISSOURI, of the first part, and JAMES L. EVANS and JUDITH A. EVANS,
husband and wife, as joint tenants with right of survivorship, of Route 2, Columbus

of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum

of One Thousand Two Hundred and No/100 (\$1,200.00) DOLLARS,

to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim

unto the said party of the second part, their heirs and assigns, forever, all that

tract or parcel of land situated in the County of Cherokee and State of

Kansas, and described as follows, to-wit:

A tract or parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township
33 South, Range 25 East, in Cherokee County, Kansas, being more particularly
described as follows:

A strip of land 150 feet in width, being 50 feet on the westerly side and 100 feet on
the easterly side of the following described centerline through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said
Section 16, and a strip of land 200 feet in width, being 100 feet on either side of
the following described centerline through the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16;

Beginning at a point on the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16,
118 feet south of the NE corner of said 1/4 1/4 Section; Thence in a
southwesterly direction 2702 feet to a point on the south line of said
Section 16, 864.6 feet west of the SE corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section
16.

Together containing 10.89 Acres, more or less.

APPROVED AS TO DESCRIPTION

L. M. Curtis

APPROVED AS TO FORM

General Counsel

with the appurtenances, and all the estate, title, and interest of the said party of the first
part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the
appurtenances, unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to
be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by
its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above
written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By M. F. McLean
Vice President.

Attest:

J. C. Kellogg, Secretary.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI
County of JACKSON } ss.

BE IT REMEMBERED, That on this 13th day of September A. D. 1974, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. F. McClain, Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and G. E. Kellogg, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 29, 1975

G. B. Medermeyer
Notary Public.

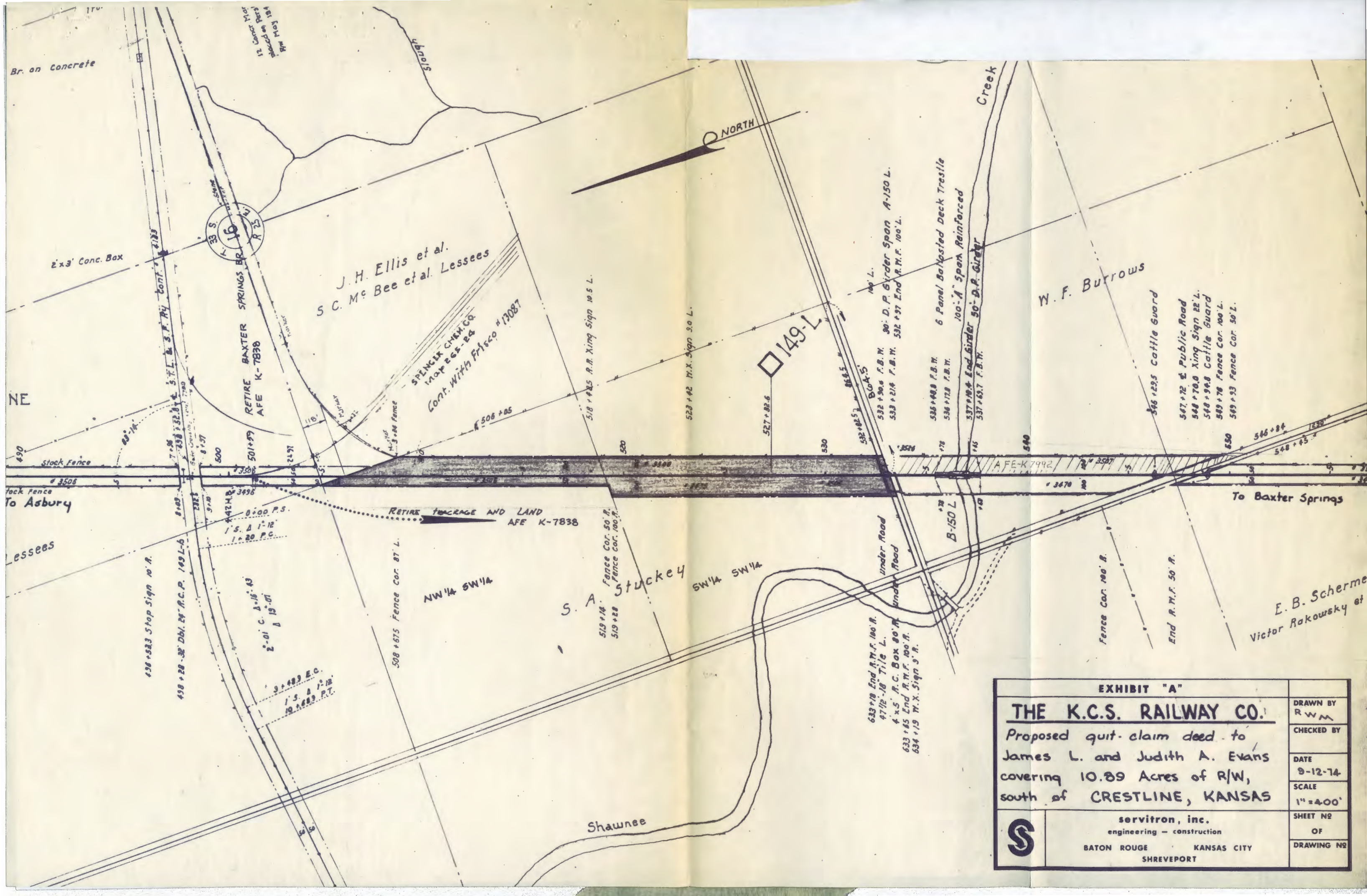



EXHIBIT "A"	
THE K.C.S. RAILWAY CO.	
Proposed quit-claim deed to James L. and Judith A. Evans covering 10.89 Acres of R/W, south of CRESTLINE, KANSAS	
	servitron, inc. engineering - construction BATON ROUGE KANSAS CITY SHREVEPORT
	DRAWN BY RWM
	CHECKED BY
	DATE 9-12-74
SCALE 1"=400'	
SHEET NO OF	
DRAWING NO	

RELEASE DEED

THIS INDENTURE, made as of this 29th day of January, 1975, between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the County of Cherokee, State of Kansas, in Book 111, at page 1, and by First Supplemental Indenture

~~dated as of the first day of June 1948, recorded in the Office of~~
~~County~~ ~~of~~ ~~Cherokee~~ ~~State of~~ ~~Kansas~~ ~~in Book~~ ~~at page~~
~~Parish~~ ~~111~~ ~~to 31,~~
and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the

Register
Office of of Deeds in the County of Cherokee, State of Kansas,
1 to 31,
in Book 132, at page Inc., for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situted in the County of Cherokee and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

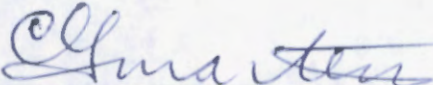
The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

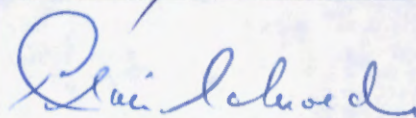
(Corporate Seal)

ATTEST:


Assistant Secretary

CHEMICAL BANK, as Trustee

By 
SENIOR TRUST OFFICER


Clair Schroeder, as Trustee

(Corporate Seal)

ATTEST:


Secretary

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

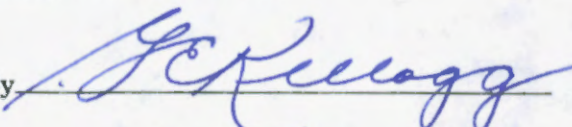
By 
VICE PRESIDENT

EXHIBIT "A"

A tract or parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 33 South, Range 25 East, in Cherokee County, Kansas, being more particularly described as follows:

A strip of land 150 feet in width, being 50 feet on the westerly side and 100 feet on the easterly side of the following described centerline through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16, and a strip of land 200 feet in width, being 100 feet on either side of the following described centerline through the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16:

Beginning at a point on the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16, 118 feet south of the NE corner of said 1/4 1/4 Section; Thence in a southwesterly direction 2702 feet to a point on the south line of said Section 16, 864.6 feet west of the SE corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16.

Together containing 10.89 Acres, more or less.

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 22nd day of January, 1975, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared G. E. Kellogg, to me personally known who being by me duly sworn, did depose and say that he resides in Kansas City, Missouri, that he is Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said G. E. Kellogg acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said G. E. Kellogg is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said G. E. Kellogg acknowledged himself to be Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President; and I do further certify that the said G. E. Kellogg is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said G. E. Kellogg is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said G. E. Kellogg acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

May 29, 1975

A. B. Niedermeyer
Notary Public in and for
Jackson County, Missouri

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 23rd day of January, 1975, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

may 29, 1975

G. B. Niedermeyer

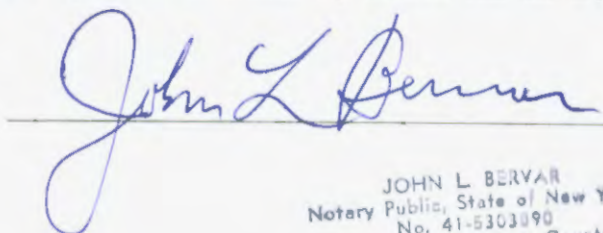
Notary Public in and for
Jackson County, Missouri

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, that on the 29th day of January, 1975, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared J. J. Fleming 166 82nd Street to me personally known who being by me duly sworn, did depose and say that he resides at Brooklyn, New York 11209, that he is SENIOR TRUST OFFICER of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said J. J. Fleming acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said J. J. Fleming is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said J. J. Fleming acknowledged himself to be SENIOR TRUST OFFICER of Chemical Bank, a corporation, and that he, as such SENIOR TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as SENIOR TRUST OFFICER; and I do further certify that the said J. J. Fleming is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as SENIOR TRUST OFFICER and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said J. J. Fleming is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said J. J. Fleming acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1976

Deed No. 4497-RR

QUIT CLAIM DEED FOR RIGHT OF WAY
dated December 12, 1912

FROM:

THE JOHN A. CREIGHTON REAL ESTATE CO.

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

11-35-24

Reg

Belk. \$ Parcel

QUIT CLAIM DEED FOR
RIGHT OF WAY

From

The Creighton Realty Company.,
John M. Daugherty & Clara C.
Daugherty, his wife,

To

Missouri, Oklahoma & Gulf
Railroad Company.

STATE OF KANSAS, }
Cherokee County, }

This instrument was filed for record on
the 14 day of June
A. D., 1913, at 2 o'clock P. M.,
and duly recorded in Book 28, Page 401
Doc. 122
James A. Jones, Reg. of Deeds.
By Deputy.

1 dec 10
Entered in TRANSFER RECORD in

my office this 18 day of June
1913 Emerson S. Hall
County Clerk
B. E. Matzger

Refer to E. R. Jones, Music Rec.

Parcel #5

K. O. & G. Deed No.

1306

QUIT CLAIM DEED FOR RIGHT OF WAY.

4497-RR

THIS INDENTURE, Made this 17th day of December

A. D. 1912, by and between THE JOHN A CREIGHTON REAL ESTATE COMPANY, a Corporation, organized under the laws of the State of Nebraska, and John M. Daugherty and Clara C. Daugherty, husband and wife, of the County of Douglas, State of Nebraska, parties of the first part, and The Missouri, Oklahoma & Gulf Railroad Company, a corporation organized under the laws of the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Hundred and Eighty Three and 38/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and quit claim unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to-wit: a strip, belt or piece of land, extending over and across Fractional NE 1/4 NE 1/4 of Section 11, Township 35 S, Range 24 East, situate in Cherokee County, State of Kansas, particularly described as follows, to-wit:

All that portion of the NE 1/4 NE 1/4, section 11, lying north of the north line of the G. Price tract.

Said right of way being a strip of land one hundred feet in width, i.e. fifty feet on each side of and immediately adjacent and parallel to the center line of the Missouri, Oklahoma & Gulf Railroad, said center line entering the said Creighton Real Estate Company's tract on its south line at a point about 230 feet west of the southeast corner thereof; running thence northerly on a straight and curved line to the southerly right of way line of the St. Louis & San Francisco Railway Company's spur to the Reunion Ground; said center line continuing thence northerly across said St. Louis & San Francisco Railway Company's right of way intersecting the northerly right of way line thereof at a point about 250 feet, measured northwesterly along said right of way line, from the east line of said tract; said center line running thence northerly to the north line of said tract at a point about 170 feet west of the northeast corner of said tract.

All the above described right of way containing 1.68 acres of land, more or less, subject to taxes for the year 1913 and all subsequent taxes.

THE JOHN A CREIGHTON REAL ESTATE CO.

BY John C. Kelly
President.

John M. Daugherty
Clara C. Daugherty

Witness. Alfred Thomas

Witness. H. H. Dollard

ACKNOWLEDGEMENT.

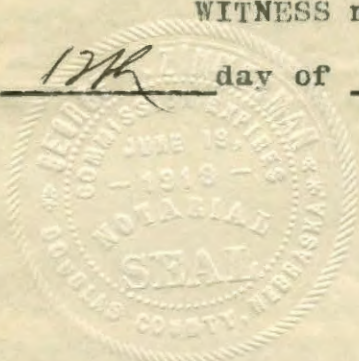
QUIT CLAIM DEED TO THE MISSOURI,
OKLAHOMA & GULF RAILROAD COMPANY.
ATTACHED HERETO.

STATE OF NEBRASKA)
DOUGLAS COUNTY) SS

Before me George T. Zimmerman a Notary Public in and
for said County and State, on this 12th day of December
1912, personally appeared John C. Kelly, President of The
John A. Creighton Real Estate Company, and John M. Daugherty and
Clara C. Daugherty, to me known to be the identical persons who
executed the within and foregoing instrument, and acknowledged
to me that they executed the same as their free and voluntary act
and deed for the uses and purposes therein set forth, and the
free and voluntary act and deed of said corporation.

WITNESS my hand and seal as such Notary Public on this

12th day of December 1912.



George T. Zimmerman
Notary Public.

My Commission Expires June 19-1918

Deed No. 4497-LL

:

WARRANTY DEED FOR RIGHT OF WAY
dated September 30, 1912

FROM:

J. K. WILLIAMS, ET AL

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-11 JOK 8/19

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 30th day of September A. D. 1912
by and between J. K. Williams a single man & M. Robeson & Anna Robeson his wife,
of Cherokee County, State of Kansas, parties of the
The Missouri, Oklahoma & Gulf Railroad Company,
first part, and ~~the Missouri, Oklahoma & Gulf Railroad Company~~ a corporation organized under the laws of
the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
Four hundred and no/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of
land feet in width, extending over and across Lots 13 to 24, inclusive Blk 12 of
the City of Baxter Springs, Range East, situate in Cherokee County,
Kansas
State of ~~Kansas~~, particularly described as follows, to-wit:

Block 12

All of Lots thirteen (13) to twenty-four (24) inclusive in the
Griswald & Hawks Addition to the City of Baxter Springs, Cherokee
County, Kansas.



TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.
~~The parties of the first part as a part of the consideration hereof does hereby waive all damages that may re-~~
~~sult to abutting or adjoining property owned or controlled by them~~
~~caused or to be caused by the construction and operation of a railroad over the property herein conveyed.~~

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals
the day and year first above written.

J. K. Williams (SEAL)
M. Robeson (SEAL)
Anna Robeson (SEAL)

STATE OF Kansas
Cherokee County } ss.

ACKNOWLEDGMENT.

Before me A. C. Matcott a Notary Public in and for said County
and State, on this 6th day of September 1912, personally appeared
J. K. Williams, a single man & M. Robeson and Anna Robeson his wife,
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes
therein set forth.

WITNESS my hand and seal as such Notary Public on this 6th day of September, 1912
A. C. Matcott
Notary Public.
My Commission Expires Sept 14th 1914.

No 46,

Valuation No. 13⁶⁰

16

Lots 13 to 24, incl. Block 12,
Griswald & Hawks Addn., Baxter.

From Station.....

To Station.....

C.E. Veb

WARRANTY DEED FOR RIGHT OF WAY

FROM

J. K. Williams, and

M. Robeson & Anna Robeson, his wife

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

STATE OF KANSAS, }
Shawnee County, }

This instrument was filed for record on
the 14 day of June
A. D., 1913, at 1 o'clock P. M.
and duly recorded in Book 18 Page 402
By *James A. Orr* Reg. of Deeds.
Deputy.

Parcel #42

12 Lots 60

Entered in TRANSFER RECORD in
my office this 18th day of June
1913 by *James A. Orr*
County Clerk.

Phoenix Print. Muskogee, Okla.

K. O. & G. Deed No. 1295

Return to E. R. Jones,

2700

Muskogee, Okla.

KCSR X-3192
Corporation Quit-Claim Deed
Dated 10/06/1997

From: KCSR

To: Ozark Regional Land Trust, Inc.

KCS M5 Map 1: X-1, X-2, X-3, X-4, X-5, X-6, X-7, ~~X-8~~
X-9, X-10

KCS K3 Map 1: X-1, X-2, X-3, X-4, X-5, X-6, X-7,
X-8, X-9, X-10, X-11

KCS K3 Map 2: X-1, X-2, X-3, X-4, X-5, X-6, X-7,
X-8, X-9

KCS K3 Map 3: X-1, X-2, X-3, X-4, X-5

Also listed as KCSR

X-3192, X-3193 X-3194 X-3196 X-3198
X-3211 X-3216 X-3218 X-3229 X-3230
X-3231 X-3236 X-3237 X-3239 X-3240
X-3241 X-3242 X-3263 X-3266 X-3285
X-3439 X-3469 X-3490 X-3491 X-3495
X-3496 X-3497 X-3506.2 X-3572 X-3718
X-3724 X-3759 X-4024

CORPORATION QUIT-CLAIM DEED

THIS INDENTURE, made on this Sixth day of October, 1997, by and between THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation duly organized under the laws of the State of Missouri, herein represented by A. W. Rees, its Senior Vice President, Operations, duly authorized, of the County of Jackson, State of Missouri, (GRANTOR), and OZARK REGIONAL LAND TRUST, a non-profit organization, organized under the laws of the State of Missouri, represented herein by Gregg Galbraith, its President, to be addressed at 427 South Main, Carthage, Missouri 64836, (GRANTEE).

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE and QUIT-CLAIM unto the said GRANTEE, its successors and assigns, all of GRANTOR'S right, title, claim and interest in the real property, trackage, facilities, and appurtenances located on comprising Grantor's Baxter Springs Branch from the west line of Grantor's Main Line Track in Asbury, Missouri at Mile Post 139.01 L to the Missouri-Kansas State Line at Mile Post 142.30 L in Carter, Missouri, all in Jasper County, Missouri over and across the following described property, TO WIT:

BAXTER SPRINGS BRANCH - JASPER COUNTY, MISSOURI

SUBDIVISION	SECTION	TOWNSHIP	RANGE
Fract NE 1/4	3	29N	34 W
Fract SE 1/4	3	29N	34 W
Fract NE 1/4	10	29N	34 W
Fract SE 1/4	10	29N	34 W
Fract NE 1/4	15	29N	34 W

and being more particularly described in the following Deeds to The Kansas City Southern Railway Company

GRANTOR	DEED DATE	RECORDING DATE	BOOK	PAGE
U. G. Tingley	4-18-1918	6-4-1918	296	58
Hattie M. Fleener	4-24-1918	5-4-1918	289	632
Joseph P. Leggett	10-29-1918	11-15-1918	300	147
Elizabeth S. Nichols	11-12-1918	12-31-1918	296	409
V. H. Johnson, et al	3-1-1918	3-18-1918	297	504
Lehnhard Investment Co.	12-13-1918	12-23-1918	296	401
Belle Carter, et al	5-19-1919	7-8-1919	303	163
Lehnhard Investment Co.	4-23-1919	12-26-1919	313	20
Belle Carter, et al	11-24-1926	12-7-1926	347	413

All of Grantor's right, title, claim and interest in the real property, trackage, buildings, and appurtenances located thereon of Grantor's Baxter Springs Branch from the Missouri-Kansas State Line at MP 142.30 - L at Carter, Missouri to MP 148.51 - L near Crestline, Kansas, over and across the following:

BAXTER SPRINGS BRANCH, CHEROKEE COUNTY, KANSAS

SUBDIVISION	SECTION	TOWNSHIP	RANGE
S 1/2	24	32S	25E
W 1/2	25	32S	25E
SE 1/4	26	32S	25E
N 1/2; SW 1/4	35	32S	25E
SE 1/4 SE 1/4	34	32S	25E
N 1/2; SW 1/4	3	33S	25 E
SE 1/4 SE 1/4	4	33S	25E
E 1/2; SE 1/4 SW 1/4	9	33S	25E
E 1/2 NW 1/4	16	33S	25E

and being more particularly described in the following Deeds to The Kansas City Southern Railway Company

GRANTOR	DEED DATE	RECORDING DATE	BOOK	PAGE
Orah O'Neil Nichols	5-1-1919	6-7-1919	5	442
Board of County Commissioners	4-21-1919	--	--	--
T. F. Coyne, et al	8-26-1919	2-15-1923	101	398
S. L. Hulrbut, et al	12-2-1919	3-24-1920	92	534
J. H. Galpine	5-1-1919	6-7-1919	5	442
Jesse M.Bennet, et al	5-13-1919	8-12-1919	92	386
S. E. McFerron, et al	5-10-1919	6-12-1919	92	360
Jacob A. Houston, et al	10-14-1919	3-24-1920	92	533
Board of County Commissioners	9-15-1919	--	--	--
Board of County Commissioners	4-21-1919	--	--	--
M. R. Lively, et al	6-20-1923	7-2-1923	101	484
Eastern Zinc & Lead Co.	6-21-1923	7-2-1923	95	76
W. S. Gunning, et al	8-14-1923	8-15-1923	6	189
H. E. Huttig, et al	6-8-1923	7-3-1923	101	485
S. W. Howard, et al	5-29-1923	6-13-1923	106	401
Lucretia E. Farley	7-11-1923	7-23-1923	106	474
H. E. Huttig, et al	2-23-1928	3-10-1928	115	248
B. F. Phillips, et al	7-28-1923	8-8-1923	106	504

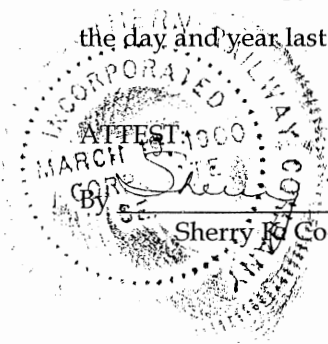
This conveyance is made subject to easements, reservations and restrictions of record, those matters which would be disclosed by an accurate survey and inspection of the premises, and all zoning laws, leases and tenancies.

This conveyance is made in accordance with Section 8(d) of the National Trails System Act, 16 U.S.C. 1247 (d) and order of the Interstate Commerce Commission issued pursuant thereto, and is subject to the terms and conditions of the agreement of purchase and sale, dated as of March 29, 1994, between The Kansas City Southern Railway Company and the Rails to Trails Conservancy.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto its successors and assigns, so that neither the said party of the first part, nor any other person or persons, for it or in its name or behalf, shall or will (except as provided herein) hereafter claim or

demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall by these presents be excluded and barred.

IN WITNESS WHEREOF, The parties hereto have executed the foregoing Deed the day and year last above written.



By Sherry R. Cooper
Sherry R. Cooper, Assistant Secretary

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By A. W. Rees
A. W. Rees
Senior Vice President, Operations

WITNESSES:

Danice A. Hensey
S. S.

OZARK REGIONAL LAND TRUST

By Gregg Galbraith
(Name Printed) Gregg Galbraith
(Title) President

STATE OF MISSOURI

COUNTY OF JACKSON

§§

On this 6th day of October, 1997, before me, the undersigned Notary Public, appeared A. W. Rees, Senior Vice President, Operations of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation, known to me to be the person who executed the foregoing instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Patricia A. Sexson
Patricia A. Sexson, Notary Public
My Commission Expires October 22, 1998

STATE OF MISSOURI

COUNTY OF Jasper

§§

On this 13th day of August, 1997, before me, the undersigned Notary Public, appeared Gregg Galbraith, President of OZARK REGIONAL LAND TRUST, known to me to be the person who executed the foregoing instrument on behalf of said association and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in ~~Kansas City~~, Missouri, the day and year last above written.

Carthage

Denise A. Steele
_____, Notary Public

My Commission Expires: _____

DENISE A. STEELE
Notary Public - Notary Seal
State of Missouri, Jasper County
My Commission Expires Aug. 19, 1998

I, Sherry K. Cooper, the duly qualified and elected Assistant Secretary of The Kansas City Southern Railway Company, do hereby certify that Albert W. Rees, the duly qualified and elected Senior Vice President-Operations of The Kansas City Southern Railway Company is authorized and empowered to execute any and all documents on behalf of said Company.

I further certify that Albert W. Rees, has been so empowered to legally bind The Kansas City Southern Railway Company continuously since June 28, 1995.

Sherry K. Cooper

Sherry K. Cooper, Assistant Secretary
The Kansas City Southern Railway Company

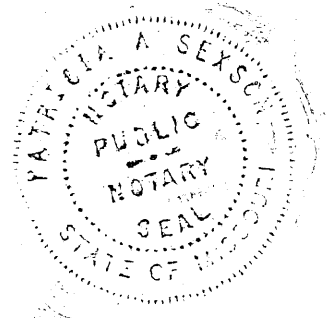
STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

The above described Sherry K. Cooper personally appeared before me, this 6th day of October, 1997, and made oath that the foregoing statements are true and correct according to the best of her knowledge and belief.

Patricia A. Sexson

Notary Public

PATRICIA A SEXSON
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP. OCT. 22, 1998



STATE OF MISSOURI } ss.
COUNTY OF JASPER }

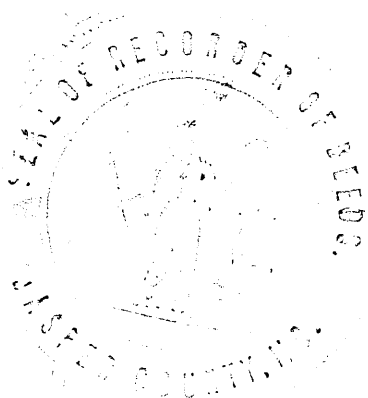
In The Recorder's Office

I, Edie Neil, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 1st day of DECEMBER A.D. 19 97 at 4 o'clock and 03 minutes P. M., duly filed for record in this office, and is recorded in the records of this office in filmed book 1547 at page 351-355.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., on the day and year aforesaid.

EDIE NEIL Recorder

By Donna Wray Deputy



FILED FOR RECORD

AT 4 O'CLOCK DEC 1 1997 03 MINUTES P. M.

Edie Neil RECORDER
JASPER COUNTY, MISSOURI

Grantee \$13
\$30 cash (rec #23663)

IN THE RECORDER'S OFFICE

STATE OF MISSOURI
County of Jasper

} ss.

I, EDIE NEIL, Recorder of Deeds within and for said County, Missouri, hereby certify

that I am the legal custodian of the books and records of the said office of said County, Missouri, and I further certify that the foregoing attached and annexed copy is a full, true and correct copy of the CORPORATION QUIT-CLAIM DEED
BETWEEN THE KANSAS CITY SOUTHERN RAILWAY COMPANY TO OZARK REGIONAL LAND TRUST

as the same is of record in

FILMED

, Book 1547, Page 351-355, in my office.

WITNESS my hand and Seal of Said Office, in

Carthage, Jasper County, Missouri, this 1st day of DECEMBER, 1997.

EDIE NEIL

Recorder

Donna Drome

Deputy

CORPORATION QUIT-CLAIM DEED

THIS INDENTURE, made on this Sixth day of October, 1997, by and between THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation duly organized under the laws of the State of Missouri, herein represented by A. W. Rees, its Senior Vice President, Operations, duly authorized, of the County of Jackson, State of Missouri, (GRANTOR), and OZARK REGIONAL LAND TRUST, a non-profit organization, organized under the laws of the State of Missouri, represented herein by Gregg Galbraith, its President, to be addressed at 427 South Main, Carthage, Missouri 64836, (GRANTEE).

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE and QUIT-CLAIM unto the said GRANTEE, its successors and assigns, all of GRANTOR'S right, title, claim and interest in the real property, trackage, facilities, and appurtenances located on comprising Grantor's Baxter Springs Branch from the west line of Grantor's Main Line Track in Asbury, Missouri at Mile Post 139.01 L to the Missouri-Kansas State Line at Mile Post 142.30 L in Carter, Missouri, all in Jasper County, Missouri over and across the following described property, TO WIT:

BAXTER SPRINGS BRANCH - JASPER COUNTY, MISSOURI

SUBDIVISION	SECTION	TOWNSHIP	RANGE
Fract NE 1/4	3	29N	34 W
Fract SE 1/4	3	29N	34 W
Fract NE 1/4	10	29N	34 W
Fract SE 1/4	10	29N	34 W
Fract NE 1/4	15	29N	34 W

and being more particularly described in the following Deeds to The Kansas City Southern Railway Company

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V. H. Johnson, et al	3-1-1918	3-18-1918	297	504
Lehnhard Investment Co.	12-13-1918	12-23-1918	296	401
Belle Carter, et al	5-19-1919	7-8-1919	303	163
Lehnhard Investment Co.	4-23-1919	12-26-1919	313	20
Belle Carter, et al	11-24-1926	12-7-1926	347	413

All of Grantor's right, title, claim and interest in the real property, trackage, buildings, and appurtenances located thereon of Grantor's Baxter Springs Branch from the Missouri-Kansas State Line at MP 142.30 - L at Carter, Missouri to MP 148.51 - L near Crestline, Kansas, over and across the following:

BAXTER SPRINGS BRANCH, CHEROKEE COUNTY, KANSAS

SUBDIVISION	SECTION	TOWNSHIP	RANGE
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SE 1/4	26	32S	25E
N 1/2; SW 1/4	35	32S	25E
SE 1/4 SE 1/4	34	32S	25E
N 1/2; SW 1/4	3	33S	25 E
SE 1/4 SE 1/4	4	33S	25E
E 1/2; SE 1/4 SW 1/4	9	33S	25E
E 1/2 NW 1/4	16	33S	25E

and being more particularly described in the following Deeds to The Kansas City Southern Railway Company

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S. L. Hulbut, et al	12-2-1919	3-24-1920	92	534
J. H. Galpine	5-1-1919	6-7-1919	5	442
Jesse M. Bennet, et al	5-13-1919	8-12-1919	92	386
S. E. McFerron, et al	5-10-1919	6-12-1919	92	360
Jacob A. Houston, et al	10-14-1919	3-24-1920	92	533
Board of County Commissioners	9-15-1919	--	--	--
Board of County Commissioners	4-21-1919	--	--	--
M. R. Lively, et al	6-20-1923	7-2-1923	101	484
Eastern Zinc & Lead Co.	6-21-1923	7-2-1923	95	76
W. S. Gunning, et al	8-14-1923	8-15-1923	6	189
H. E. Huttig, et al	6-8-1923	7-3-1923	101	485
S. W. Howard, et al	5-29-1923	6-13-1923	106	401
Lucretia E. Farley	7-11-1923	7-23-1923	106	474
H. E. Huttig, et al	2-23-1928	3-10-1928	115	248
B. F. Phillips, et al	7-28-1923	8-8-1923	106	504

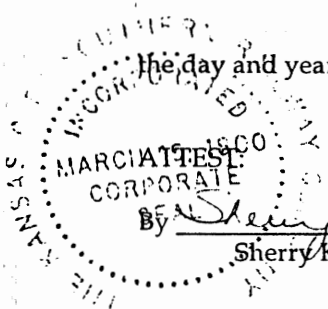
This conveyance is made subject to easements, reservations and restrictions of record, those matters which would be disclosed by an accurate survey and inspection of the premises, and all zoning laws, leases and tenancies.

This conveyance is made in accordance with Section 8(d) of the National Trails System Act, 16 U.S.C. 1247 (d) and order of the Interstate Commerce Commission issued pursuant thereto, and is subject to the terms and conditions of the agreement of purchase and sale, dated as of March 29, 1994, between The Kansas City Southern Railway Company and the Rails to Trails Conservancy.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto its successors and assigns, so that neither the said party of the first part, nor any other person or persons, for it or in its name or behalf, shall or will (except as provided herein) hereafter claim or

demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall by these presents be excluded and barred.

IN WITNESS WHEREOF, The parties hereto have executed the foregoing Deed the day and year last above written.



By Sherry K. Cooper
Sherry K. Cooper, Assistant Secretary

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
By A. W. Rees
A. W. Rees
Senior Vice President, Operations

WITNESSES:
James A. Hinsey
[Signature]

OZARK REGIONAL LAND TRUST
By Gregg Galbraith
(Name Printed) Gregg Galbraith
(Title) President

STATE OF MISSOURI)
COUNTY OF JACKSON) SS

On this 16th day of October, 1997, before me, the undersigned Notary Public, appeared A. W. Rees, Senior Vice President, Operations of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation, known to me to be the person who executed the foregoing instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Patricia A. Sexson
Patricia A. Sexson, Notary Public
My Commission Expires October 22, 1998

STATE OF MISSOURI)
COUNTY OF Jasper) SS

On this 13th day of August, 1997, before me, the undersigned Notary Public, appeared Gregg Galbraith, President of OZARK REGIONAL LAND TRUST, known to me to be the person who executed the foregoing instrument on behalf of said association and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Denise A. Steele
_____, Notary Public
My Commission Expires: _____

DENISE A. STEELE
Notary Public - Notary Seal
State of Missouri, Jasper County
My Commission Expires Aug. 19, 1998

I, Sherry K. Cooper, the duly qualified and elected Assistant Secretary of The Kansas City Southern Railway Company, do hereby certify that Albert W. Rees, the duly qualified and elected Senior Vice President-Operations of The Kansas City Southern Railway Company is authorized and empowered to execute any and all documents on behalf of said Company.

I further certify that Albert W. Rees, has been so empowered to legally bind The Kansas City Southern Railway Company continuously since June 28, 1995.

Entered in Transfer Record in
my office this 12th
day of Dec. A.D.
1997

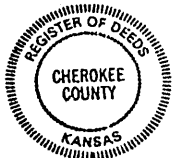
Maurice Sofer
County Clerk

Sherry K. Cooper
Sherry K. Cooper, Assistant Secretary
The Kansas City Southern Railway Company

STATE OF MISSOURI)
COUNTY OF JACKSON)ss

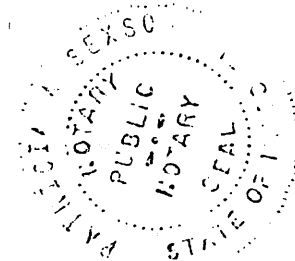
The above described Sherry K. Cooper personally appeared before me, this 6th day of October, 1997, and made oath that the foregoing statements are true and correct according to the best of her knowledge and belief.

☒ COPIED
☒ DIRECT
☒ INDIRECT
☒ NUMERICAL



Patricia A. Sexson
Notary Public

PATRICIA A SEXSON
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP. OCT. 22, 1998



State of Kansas Cherokee County, ss
This instrument was filed for record on
the 12 day of Dec. A.D. 19 97
At 9:00 o'clock A. M. and duly recorded
In Book 242 Page 232-5 Fee \$ 12.00
Carolyn McKee
Register of Deeds

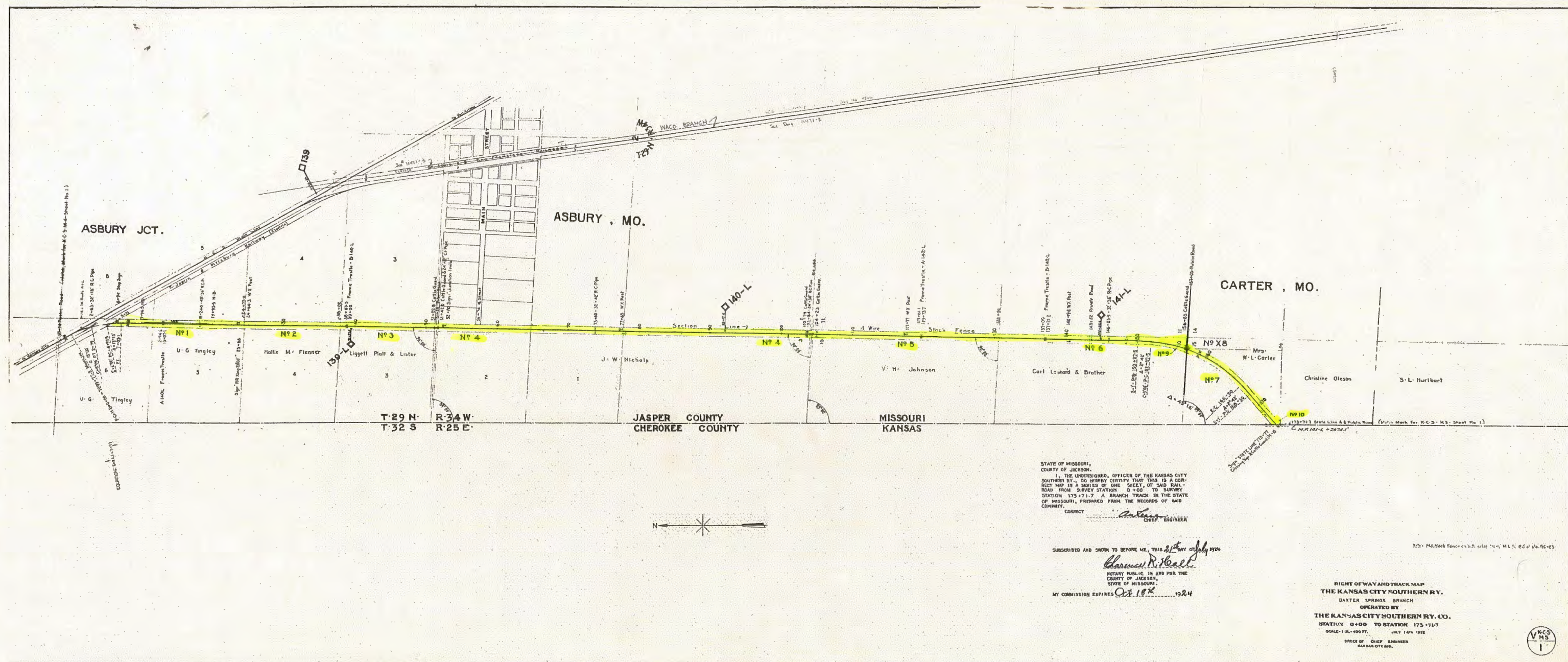
STATE OF KANSAS, Cherokee County, ss:

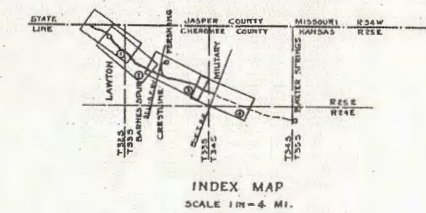
I, Carolyn McKee, Register of Deeds within and for the county and state aforesaid, do hereby certify the above and foregoing to be a full, true, literal and correct copy of a certain Corporation Quit Claim Deed from Kansas City Southern Railway to Ozark Regional Land Trust and recorded in Vol. 242 of Deeds page 232-235, as the same appears of record in my office.

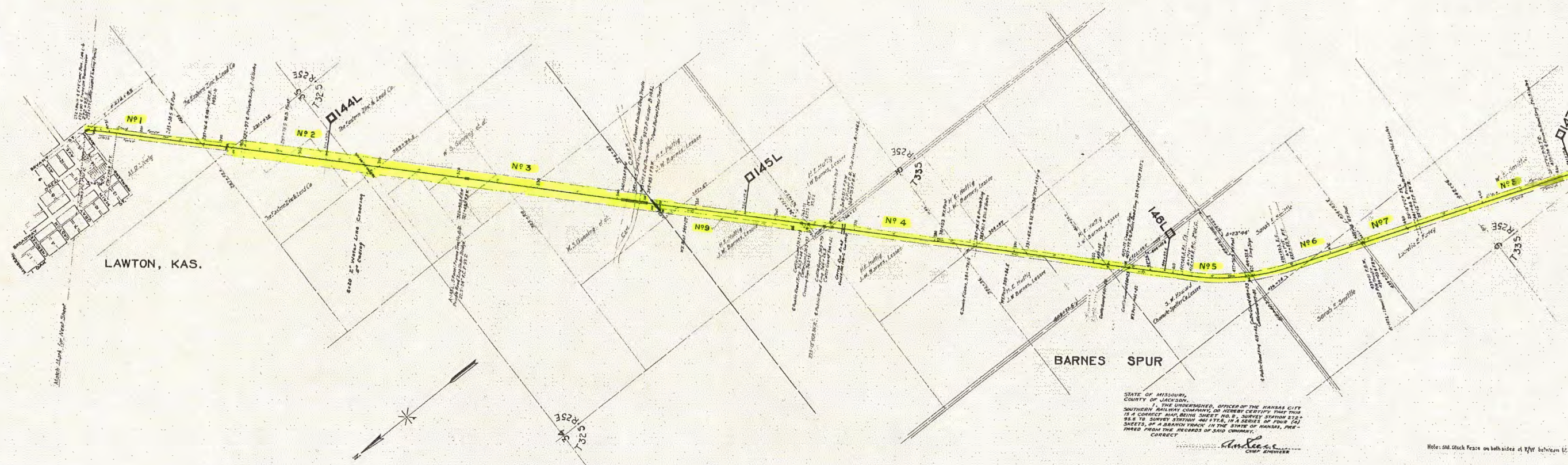
In Testimony Whereof, I have hereunto set my hand and official seal at my office in Columbus, this 6th day of January, 19 98.



Carolyn McKee
Carolyn McKee - Register of Deeds





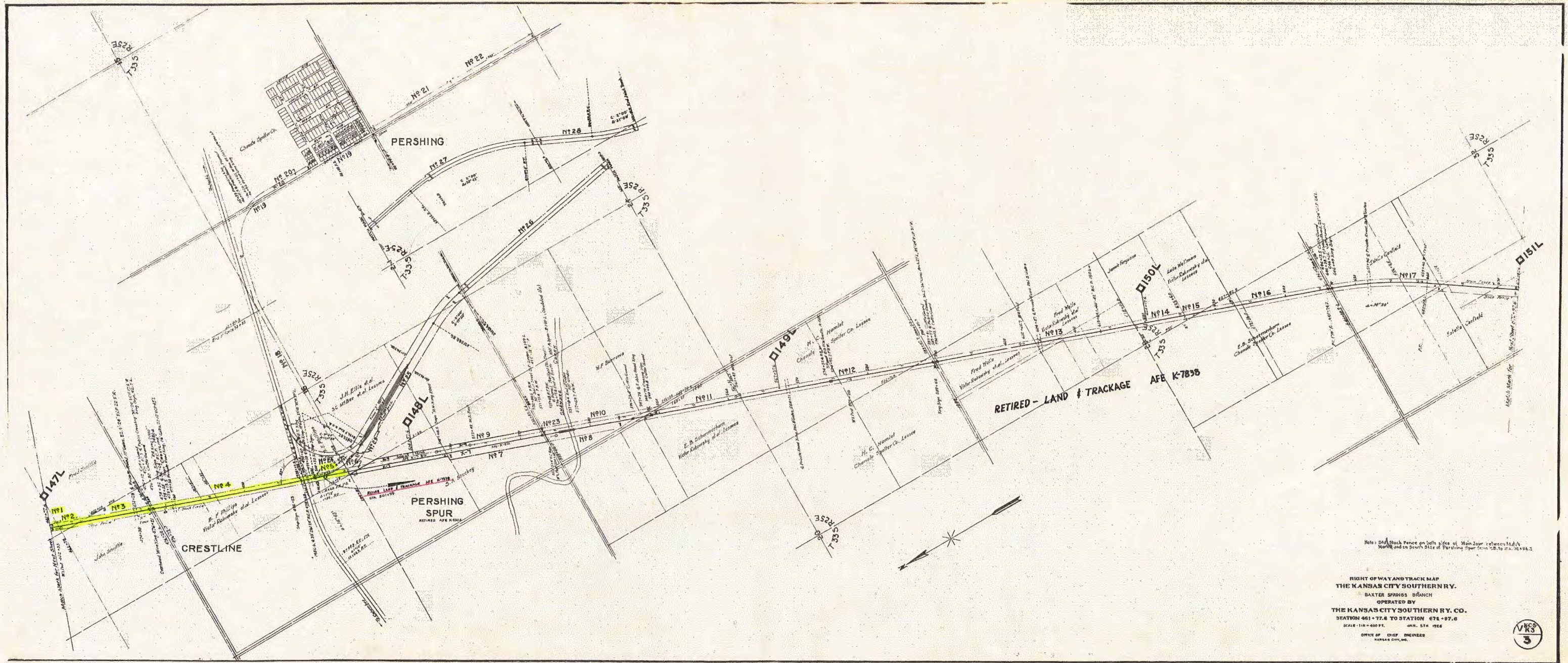


STATE OF MISSOURI,
COUNTY OF JACKSON.
I, THE UNDERSIGNED, OFFICER OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY, DO HEREBY CERTIFY THAT THIS IS A CORRECT AND TRUE COPY OF THE SURVEY STATION 272-358 TO SURVEY STATION 461-477, IN A SERIES OF FOUR (4) SHEETS, OF A BRANCH TRUNK IN THE STATE OF KANSAS, PREPARED FROM THE RECORDS OF SAID COMPANY.
CORRECT
Ames
CHIEF ENGINEER

SUBSCRIBED AND SHOWN TO ME THIS 9th day of February 1916
Carl L. Salterton
NOTARY PUBLIC IN AND FOR THE COUNTY OF JACKSON, STATE OF MISSOURI
MY COMMISSION EXPIRES *January 1st* 1917

RIGHT OF WAY AND TRACK MAP
THE KANSAS CITY SOUTHERN RY.
BAXTER SPUR BRANCH
OPERATED BY
THE KANSAS CITY SOUTHERN RY. CO.
STATION 272-358 TO STATION 461-477.
SCALE-1 IN = 400 FT. JAN. 2ND 1916
OFFICE OF CHIEF ENGINEER
KANSAS CITY, MO.

Note: See block posts on both sides of R/W between U.S. Marks.



Note: Staff Stake Fence on both sides of Main Spur between Station 461+77.6 and Station 678+87.6.

RIGHT OF WAY AND TRACK MAP
THE KANSAS CITY SOUTHERN RY.
BAXTER SPRINGS BRANCH
OPERATED BY
THE KANSAS CITY SOUTHERN RY. CO.
STATION 461+77.6 TO STATION 678+87.6
SCALE 1"=400' FE. JAN. 5TH 1926
OFFICE OF CHIEF ENGINEER
KANSAS CITY, MO.



№ 10 gym 1923
Daed № 3468 # 14.

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS

County of CHEROKEE

ss.

BE IT REMEMBERED, That on this 31st day of May A. D., 1923
before me, the undersigned, a Notary Public in and for said County and State, came
Geo. W. Walker and Cristina Walker his wife
who are personally known to me to be the same persons who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

[Signature]
Notary Public

My commission expires Oct 11 1926

KANSAS ACKNOWLEDGMENT

STATE OF _____

County of _____

ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D., 19____
before me, the undersigned, a Notary Public in and for said County and State, came _____
who _____ personally known to me to be the same person _____ who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

Approved as to form & execution. A. F. Smith, clerk.

My commission expires _____ 19____

COPIED
DIRECT
INDIRECT

NUMERICAL Deed
Warranty
Original compared with record

FROM
Geo. W. Walker

and Wife

TO
The New-Entry Southern
Railway Co.

Entered in Transfer Record in my
office this 13th
day of June 1923

[Signature] County Clerk

STATE OF KANSAS,
Cherokee County, 13th day of June 1923

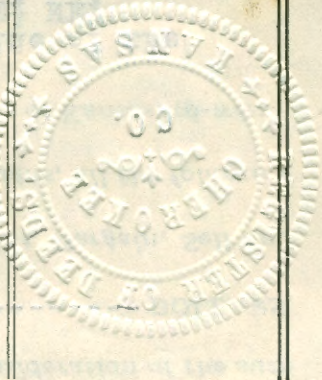
ss.

Received for Record on the 13th
day of June 1923, at 8:00 clock
A.M., and duly Recorded in Book
186 of Deeds at Page 404

[Signature]

Register of Deeds.

Fee, \$ _____



Kansas Warranty Deed

This Indenture, Made this 31st day of May A. D., One Thousand

Nine Hundred Twenty Three by and between

Geo. W. Walker and Cristina Walker, his wife,

of Cherokee County, in the State of Kansas, parties of the first part and

The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri

~~of~~ ~~County, in the State of~~ party of the second part,

WITNESSETH: THAT SAID PART OF THE FIRST PART, in consideration of the sum of TWO HUNDRED SIXTY SEVEN AND 50/100-----DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and

Convey unto the said part Y of the second part, its successors ~~and~~ and assigns, all the following

described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the G. W. Walker property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Said Section 6, 743.7 feet west and 630 feet south of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 465 feet to the south line of the said Walker property. Area 1.07 acres more or less, and is enclosed within yellow lines on the attached blueprint, which is made a part hereof.

Subject to mortgage of \$500.00 by grantors herein to E. W. Youngman dated October 11, 1921, recorded October 11, 1921, in the records of Cherokee County, Kansas, Book 82, Page 296.

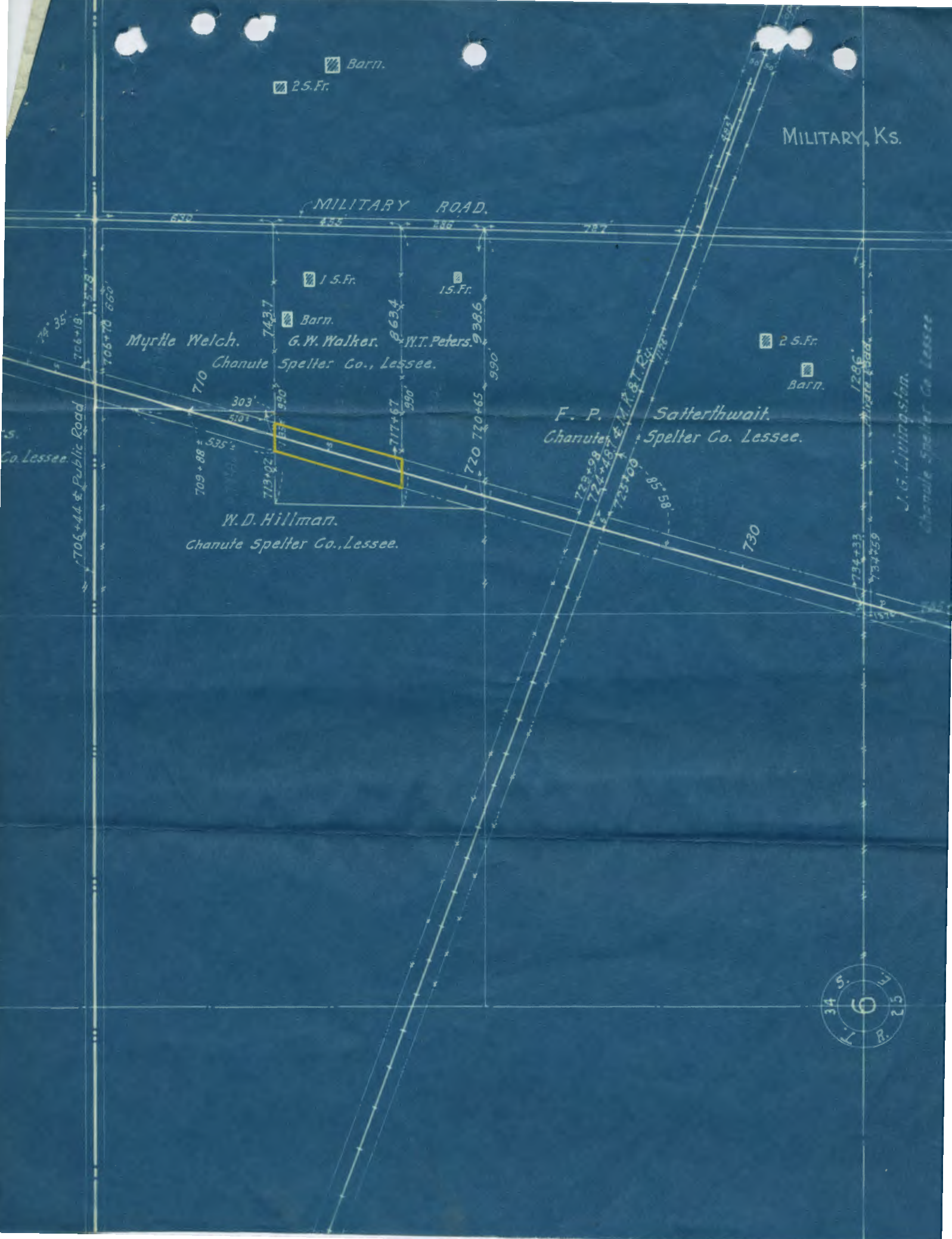


TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said part Y of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hands the day and year first above written.

Geo. W. Walker
Cristina Walker



Barn.

2 S. Fr.

MILITARY, Ks.

MILITARY ROAD.

1 S. Fr.

15. Fr.

Barn.

Myrtle Welch.

G.W. Walker.

W.T. Peters.

Chanute Spelter Co., Lessee.

2 S. Fr.

Barn.

F. P. Satterthwait.
Chanute Spelter Co. Lessee.

W.D. Hillman.

Chanute Spelter Co., Lessee.

J.G. Livingston.
Chanute Spelter Co. Lessee.



Partial Release

E. H. Youngman
To

Geo. H. Walker
and Wife

Original compared with record

COPIED.....✓

DIRECT.....✓

INDIRECT.....✓

NUMERICAL.....✓✓✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record on
the 13 day of June A.D. 1923..
at 8:50 o'clock A.M., and duly recorded
in Book K Page 15 Fee \$.....

Lora Whitmore,
Register of Deeds

Deputy

PARTIAL RELEASE OF MORTGAGE

For value received I hereby release and discharge from the lien of a certain mortgage given on the 11th day of October, 1921, by Geo. W. Walker and Cristina Walker, husband and wife, to E. W. Youngman, for \$500.00, and recorded at page 296 in Volume 82 of the records in the office of the Register of Deeds of Cherokee County, Kansas, the following described property:

A 100 foot strip of land being 50 feet on either side of the following described center line through part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the G. W. Walker property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 6, 743.7 feet west and 630 feet south of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 465 feet to the south line of the said Walker property.

Area 1.07 acres more or less. (Said mortgage to remain in full force and effect as to remainder of property covered thereby)

IN WITNESS WHEREOF, I have herewith subscribed my name this

25th day of May 1923.

E. W. Youngman

STATE OF KANSAS)
COUNTY OF CHEROKEE) SS

BE IT REMEMBERED, That on this 25th day of May A.D. 1923, before me the undersigned, a Notary Public in and for said County and State, came E. W. Youngman, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Minnie B. Murray
Notary Public

My Commission expires Dec 3-1923

APPROVED AS TO FORM
J. H. Moore
APPROVED AS TO EXECUTION
J. H. Moore
Notary Public



Ad 10*647 May 1943

412
Dead No: 3473

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS

County of CHEROKEE

ss.

BE IT REMEMBERED, That on this 18th day of May, A. D., 1923, before me, the undersigned, a Notary Public in and for said County and State, came J. K. Lennon, President and John McCullagh, Secretary of The Schermerhorn Investment Company, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires 1-25-26

STATE OF KANSAS
COUNTY OF CHEROKEE

ss.

BE IT REMEMBERED that on this 18th day of May, 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. K. Lennon, President of The Schermerhorn Investment Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and John McCullagh, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

John M. McCullagh
Notary Public.

My commission expires 1-25-26

Warranty Deed
Original compared with record

FROM

The Schermerhorn Investment Co.

TO

The Kansas City Southern Railway Co.

Entered in Transfer Record in my office this 13th day of June, 1923

J. B. McCullagh County Clerk

STATE OF KANSAS,

County,

ss.

Received for Record on the day of June, 1923, at 8:50 o'clock M., and duly Recorded in Book 101 of Deeds at Page 468

Register of Deeds.

Fee, \$

Approved as to form & execution - A. S. Smock, C. S. J.

Kansas Warranty Deed

This Indenture, Made this 18th day of May A. D., One Thousand

Nine Hundred Twenty-Three by and between

The Schermerhorn Investment Company, a corporation

of Galena, Cherokee County, in the State of Kansas party of the first part and

The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri

~~XXXX~~

~~XXXXXX XXXX State XXX~~

of the second part,

WITNESSETH: THAT SAID PART Y OF THE FIRST PART, in consideration of the sum of SEVEN HUNDRED SIXTY-SEVEN AND 50/100 ----- DOLLARS, the receipt of which is hereby acknowledged, do ~~es~~ by these presents, Grant, Bargain, Sell and successors Convey unto the said party of the second part, its heirs and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 20, Township 33 South, Range 25 East, Cherokee County, Kansas: Beginning at a point on the east line of Section 20, 1290 feet north of the southeast corner SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 20; thence southwesterly 1367 feet to a point on the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 20, 456.5 feet west of the southeast corner of said $\frac{1}{4}$ section. Area 3.07 acres. Is enclosed in yellow lines on the attached blue print which is made a part hereof.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said party of the first part for itself and successors and assigns

~~heirs, executors or administrators,~~ does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: except mining lease to O. M. Bilharz and Victor Rakowsky, recorded in records of Cherokee County, Kansas, Record "I", Page 503.

and forever defend the same unto the said party of the second part, its successors heirs and assigns, against said party of the first part, its successors heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party Y of the first part has hereunto set its hand the day and year first above written.

ATTEST:

John M. Kelly
Its Secretary.

THE SCHERMERHORN INVESTMENT COMPANY,

J. K. Lemoine
Its President

Shows

W. F. Burrows.

3x2' Conc. Box

547+00 547+80 \pm Public Road

1290'

560

561+47 456.5

E. B. Schermerhorn.
Victor Rakowsky et al, Lessees.



Deed No 3263

10

35-32-25

DIRECT ✓
INDIRECT ✓
NUMERICAL ✓

H. C. B. Ray Co

125- Kansas City
Mo.

7

W A R R A N T Y D E E D

THIS INDENTURE, made this 14th day of October, 1919, by and between Jacob A. Houston and Jennie E. Houston, husband and wife, of Cherokee County, in the State of Kansas, parties of the first part, and The Kansas City Southern Railway Company, a corporation of the State of Missouri, party of the second part, WITNESSETH that:

The said parties of the first part in consideration of the sum of Two Hundred Twenty-five Dollars (\$225.00) to them duly paid (the receipt of which is hereby acknowledged) do by these presents sell and convey unto the said party of the second part, its successors and assigns, all of the following described lot, tract or parcel of land, lying, being and situate in the County of Cherokee, and State of Kansas, to-wit:

AUDITORS
616 F CC OCT 1919

All that part of land lying in the northeast quarter (N. E. 1/4) of the northeast quarter (N. E. 1/4), section thirty-five (35), Township thirty-two (32) south, Range twenty-five (25) east, described as follows:

Beginning at the northwest corner of the northeast quarter (N. E. 1/4) of the northeast quarter (N. E. 1/4), section thirty-five (35), township thirty-two (32) south, range twenty-five (25) east; thence east along the north line of said section three hundred twenty (320) feet, more or less; thence southwesterly on a straight line making a south-west angle of forty-nine degrees fourteen minutes (49°14') with the north line of said section thirty-five (35), a distance of four hundred eighty (480) feet, more or less, to the west line of the northeast quarter (N. E. 1/4) of the northeast quarter (N. E. 1/4), section thirty-five (35); thence north along the west line of the northeast quarter (N. E. 1/4) of the northeast quarter (N. E. 1/4) of section thirty-five (35), three hundred fifty-eight (358) feet, more or less, to the point of beginning; containing one and thirty-eight hundredths (1.38) acres, more or less, as represented by space enclosed within yellow lines on attached blue print which is made a part hereof.

Reserving to the grantors, their successors or assigns, the right to remove the building known as the Baptist Tabernacle now standing upon said premises, provided that said building is removed within ten days after notice from the grantee served upon the grantors, their successors or assigns.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging

or in any wise appertaining, forever, as a railroad right of way. And the said Jacob A. Houston and Jennie E. Houston, his wife, for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, said ~~interest~~ ^{are} premises ~~are~~ free, clear, discharged and unencumbered of and from all other and former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature or kind soever, by, through or under said parties of the first part; and that they will warrant and forever defend said interest unto the said party of the second part, its successors and assigns against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.



Jacob A. Houston (SEAL)
Jennie E. Houston (SEAL)

STATE OF Mo }
COUNTY OF Jasper } SS.

On this 14 day of October, 1919, before me, Andrew W. McDowell, a notary public in and for said county, personally appeared Jacob A. Houston and Jennie E. Houston, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Carl Junction Mo the day and year first above written.

Andrew W. McDowell
Notary Public

APPROVED AS TO DESCRIPTION

My term expires Aug 24th 1922.

Chief Engineer

APPROVED AS TO FORM

D. W. Moore
Notary Public

APPROVED AS TO EXECUTION

89045

ARDEN FENCES
285

S.E. McFERRON, OWNER.
80 Acres.

A close-up photograph of a blue, rectangular property line marker. The marker has the words "WIRE FENCE" and "Property Line" printed in white, slanted capital letters. A thin white line runs diagonally across the marker, with small white stars or dots marking the positions of the words. The background is a blurred, light-colored surface.

County
Kansas
E $\frac{1}{2}$ NE $\frac{1}{4}$
J. A. Houston
Fence.

299 + 34 = 333
300

N.E. 1/4 of N.E. 1/4 R. 25 E.
N.E. 1/4 T. 32 S.
C. 36

Fence

Fence

Signature

Cultivated NE $\frac{1}{4}$ Zinc Co.
SW $\frac{1}{4}$ Lead & Eastern

100

LAWTON

NW^{1/4} Lively
N R. City
M. Webb of
Webbton.
Exception
of Low

Deed No. 4497

DEED
dated March 1, 1963

FROM:

KANSAS, OKLAHOMA & GULF RAILWAY COMPANY

TO:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Deed No. 4497

ATE K-7335

KANSAS, OKLAHOMA & GULF RAILWAY COMPANY

Muskogee, Oklahoma, March 15, 1963.-k

P-2676

CERTIFIED MAIL

Mr. G. H. McCright,
Land & Tax Commissioner,
Kansas City Southern Railway Co.,
114 West 11th Street,
Kansas City 5, Missouri.

Dear Mr. McCright:

In accordance with our telephone conversation, I am handing you herewith the original title papers covering the railroad right of way of the KO&G sold to the KCS under date of March 1, 1963.

For identification, the deeds handed to you are the following, being the numbers these documents bore in the records of the KO&G:

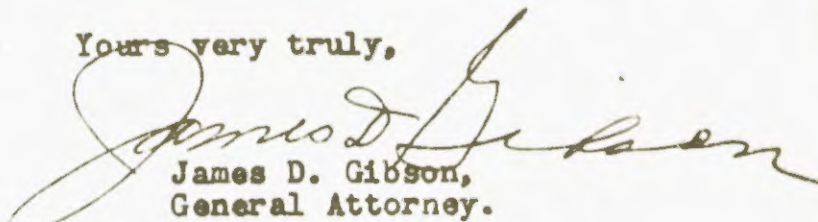
2052-A 2059-H 2066-O 1287-V 1292-CC 1291-JJ 1306-RR
2051-B 2060-I 2067-P 1286-W 1297-DD 1294-KK 1301-SS
2053-C 2061-J 2068-Q 1284-X 1298-EE 1295-LL 1302-TT
2054-D 2062-K 2069-R 1285-Y 1289-FF 1296-MM 1304-UU
2056-E 2063-L 2070-S 1290-Z 1288-GG 1308-OO 1303-VV
2057-F 2064-M 2071-T 1300-AA 2100-HH 1310-PP
2058-G 2065-N 2050-U 1299-BB 1293-II 1307-QQ

I am sending a photostat of Deed No. 1303 for the reason that the deed itself, as you will notice, covers more land than is acquired by the KCS. The NEO is acquiring a small portion, and the balance remains in the KO&G.

I also hand you Deed No. 2237, being a copy of the deed to the predecessor of the NEO for its connection.

We would appreciate your advising us of the receipt of these documents.

Yours very truly,


James D. Gibson,
General Attorney.

cc Mr. Wm. E. Davis, Gen. Counsel,
Kansas City Southern Ry. Co.,
Kansas City 5, Missouri.

Kansas City, Missouri

April 5, 1963

Mr. C. G. Davis,
Chief Engineer,
Building.

Dear Sir:

I am enclosing herewith General Attorney James D. Gibson of the Kansas, Oklahoma & Gulf Railway Company's letter of March 21, 1963, enclosing original contracts covering subjects listed in his letter, together with said original contracts.

Yours very truly,

121 L. J. McLaughlin

Encls.

Copy to:

Mr. D. T. McMahon, Building.